

Location:



WASHOE COUNTY COMMISSION CHAMBERS
1001 E. 9TH Street, Bldg. A, Reno
Date/Time: 9:00 A.M., Friday, January 20, 2023

**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 Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube, and on the Washoe Channel at: www.washoecounty.us/mgrsoff/Communications/wctv-live.php
- III. Members of the public may attend the meeting via Zoom by registering at https://us02web.zoom.us/webinar/register/WN_yGhK98_jQD-jGldJLYWVg. Registered persons will receive an email from Zoom with a link to the meeting and instructions on how to join the meeting. Registered persons should follow the instructions from Zoom to join the meeting. Registered persons can participate by telephone or video via Zoom. To provide public comment during the meeting via Zoom, please make sure your computer or device has a working microphone. Use the "Chat" feature to submit a request to make a comment. When the time comes to make public comments, you will be invited to speak.
- IV. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form (www.rtcwashoe.com/about/contact/contact-form/); (2) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- V. 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.
- VI. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings/. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
 - 1.3.1. Congratulations to Kelois Driver of the Month - Mr. Malik Mettef
 - 1.3.2. Congratulations to MTM Employee of the Month - Mr. Wayne Ming

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

3. Approval of Agenda (For Possible Action):

4. Consent Items (For Possible Action):

- 4.1. Minutes
 - 4.1.1. Approve 12/16/2022 Draft Meeting Minutes. (For Possible Action)
- 4.2. Reports
 - 4.2.1. Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
 - 4.2.2. Acknowledge receipt of the monthly Public Transportation and Operations Report. (For Possible Action)
 - 4.2.3. Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)
 - 4.2.4. Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
 - 4.2.5. Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.3. Planning Department
 - 4.3.1. Approve a contract with Alta Planning + Design, Inc., for planning services for development of the RTC Active Transportation Plan, in an amount not-to-exceed \$185,060. (For Possible Action)
- 4.4. Engineering Department
 - 4.4.1. Approve Amendment No. 1 to the professional services agreement with Nichols Consulting Engineers for Construction Management Services and Engineering Services During Construction on the Oddie/Wells Boulevard Project, for a new total not-to-exceed amount of \$4,802,931.40. (For Possible Action)
 - 4.4.2. Authorize a request for proposals (RFP) for the selection of Preliminary Design, Environmental Analysis, Final Design, and Construction Management Services for the Meadowood Mall Transit Station Relocation project. (For Possible Action)
 - 4.4.3. Approve a contract with Eastern Sierra Engineering, P.C., for design services and optional engineering during construction for the Las Brisas and Los Altos Resurfacing Project, in an amount not-to-exceed \$397,530. (For Possible Action)
 - 4.4.4. Approve Amendment 1 to the contract with Lumos and Associates, Inc., for design services and engineering during construction of the 2023 Preventive Maintenance project, for a new total not-to-exceed amount of \$1,374,695. (For Possible Action)
 - 4.4.5. Acknowledge receipt of information regarding an automatic annual increase of 4.1% to the Regional Road Impact Fees as allowed by NRS 278B.225 and required by ordinances adopted by Washoe County, the City of Reno, and the City of Sparks. (For Possible Action)
 - 4.4.6. Approve the proposed sale of APN 025-263-14, 025-263-15, 025-263-16, 025-263-17, 025-263-20 acquired in connection with the Moana Lane Extension Project (Airway Drive) to an adjoining owner and adopt a resolution required by NRS 277A.255(1). (For Possible Action)
- 4.5. Executive, Administrative and Finance Department
 - 4.5.1. Approve modifications to RTC Management Policy P-13, Procurement, Contracting and Contract Administration. (For Possible Action)
 - 4.5.2. Approve modifications to RTC Management Policy P-21, Travel. (For Possible Action)

5. Public Hearing:

- 5.1. Conduct a public hearing regarding approval of Amendment No. 1 to the 2050 Regional Transportation Plan (RTP); adopt a resolution approving Amendment No. 1 to the RTP. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

- 5.2. Conduct a public hearing regarding approval of Amendment No. 5 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 5 to the RTIP. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

6. Discussion Items and Presentations:

- 6.1. Acknowledge receipt of a report regarding potential new Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program. (For Possible Action)

7. Reports (Information Only):

- 7.1. Executive Director Report. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken on this item.
- 7.2. Federal Report. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken on this item.
- 7.3. NDOT Report. Monthly verbal update/messages from Director of NDOT, Tracy Larkin Thomason - no action will be taken on this item.

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

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

10. Adjournment (For Possible Action):



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Michelle Kraus, Clerk of the Board

RECOMMENDED ACTION

Approve 12/16/2022 Draft Meeting Minutes. (For Possible Action)

BACKGROUND AND DISCUSSION

See Attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

December 16, 2022

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair
Vaughn Hartung, Washoe County Commissioner, Vice Chair
Alexis Hill, Washoe County Commissioner (Arrived @ 9:18 a.m.)
Hillary Schieve, Mayor of Reno
Devon Reese, Reno City Vice Mayor

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

The regular monthly meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9th Street, Reno, Nevada, was called to order by Chair Lawson. The Board conducted the following business:

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Special Recognitions
 - 1.3.1 Proclamation – Recognizing Bob Lucey for his efforts as former RTC Vice Chair and RTC Chair.
 - 1.3.2 Recognition of Security Officer Joseph McGuire for his efforts on December 11, 2022 at Centennial Plaza.
 - 1.3.3 Congratulations to Keolis Driver of the Month - Ms. Bertha “Renee” Dunlap
 - 1.3.4 Congratulations to MTM Employee of the Month – Mr. Burl Carl

Item 2 PUBLIC INPUT

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

Ms. Donna Clontz, local resident with the Senior Coalition, Age Friendly Communities provided public comment on the Resource Fairs that they are running. They received a \$13,000 Grant from the Robert Wood Johnson Foundation to help with Resource Fairs during the year. Resource Fairs are a really good way to reach seniors who don’t use smartphones or computers and they need to get their information from written documents, flyers, word of mouth from other seniors, television/radio, and those kinds of thing. I wanted you to take a look at the Senior Spectrum magazine I brought for you and suggest to the RTC that some of your communication dollars could go to Senior Spectrum. I would love your team to contact Connie McMullen at Senior Spectrum and do something monthly. We are trying to reach seniors in the areas that typically don’t have senior centers or places they can go to meet each other and get information about what’s going on. We’re using this grant to do these Resource Fairs and we’ll be doing some more activities with it until June.

Two email comments were submitted by the 4:00 p.m. deadline on Thursday, December 15, 2022, as follows:

Jessica Fedin, Local Resident would like to see an expansion of Route 56 in the South Meadows/Damonte Ranch area, as Route 56 does not go through any major residential communities that exist in South Reno. I would suggest an expansion of Route 56 to the corner of Veterans and Steamboat, close to the Safeway. That way it is accessible to major residential communities such as Harvest, Terreno, Casa Bella, the Village at Damonte Ranch, Dorado at Damonte Ranch, and many more. An extra 8-10 minutes roundtrip for the bus would open up to so many more riders and possibilities to connect all of Damonte ranch and not just the business areas.

Jason McClain, Local Resident. Why are drivers so rude? Every day I get an attitude from every bus driver today was the driver on bus 314. I got off work and tried to get on and she just wants to sit in there on her cell phone and be super rude to me.

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

Item 3 APPROVAL OF AGENDA

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

Items 4.1 thru 4.5 CONSENT ITEMS

4.1 Minutes

4.1.1 Approve 11/17/2022 Draft Meeting Minutes. (For Possible Action)

4.2 Reports

4.2.1 Acknowledge receipt of the monthly Procurement Activity report. (For Possible Action)

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

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

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

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

4.3 Planning Department

4.3.1 Approve a contract with Wood Rodgers, Inc., for planning and engineering consulting services on the South Virginia Street Transit Oriented Development Study, in an amount not-to-exceed \$373,880.00. (For Possible Action)

4.4 Engineering Department

4.4.1 Approve contract with JUB Engineers, Inc., for design services and engineering during construction for the 2023 Corrective Maintenance project, in an amount not-to-exceed \$297,800.00. (For Possible Action)

4.4.2 Authorize a request for proposals for environmental services, final design, and engineering services for the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project. (For Possible Action)

4.4.3 Approve a contract with HDR, Inc., for right-of-way services for the Mill Street Capacity and Safety Project, in an amount not-to-exceed \$1,164,878. (For Possible Action)

4.5 Public Transportation/Operations Department

- 4.5.1 Approve the purchase of services from Vontas for migrating RTC's OnTransit CAD/AVL application to the cloud-based version, in an amount not-to-exceed \$175,000. (For Possible Action)

On motion of Commissioner Mayor Schieve, seconded by Commissioner Hartung, which motion carried unanimously, Chair Lawson ordered that Consent Items 4.1 through 4.5 be approved.

Item 5 PUBLIC HEARING

- 5.1 Conduct a public hearing regarding approval of Amendment No. 4 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 4 to the RTIP. (For Possible Action)
- a. Staff Presentation
 - b. Public Hearing
 - c. Action

Graham Dollarhide, Senior Planner with RTC made the following presentation on Amendment No. 4 to the FFY 2021-2025 Regional Transportation Improvement Program, which was originally adopted in March of 2021.

I'll give a brief overview of the document itself and the requirements associated with it. It is a five-year Program of Projects, which is federally required, and is required to be updated at least every four-years. It advances projects from our long-range document the Regional Transportation Plan (RTP) and is a necessary step in the project development process, but certainly not the final one. Complete project details are not typically available until after full design and public participation activities have taken place. For new projects, they are typically in the early stages of their development and don't typically have the full slate of details available upon incorporation into this document.

We anticipate a new fully updated document in the spring of 2023, which would be called the FFY 2023-2027 RTIP. Currently, this is the fourth amendment to the FFY 2021-2025 RTIP and none of the projects incorporated into this amendment required a transportation conformity analysis, which is essentially an air quality analysis.

We opened up our public comment period for this Amendment 4 on December 9, 2022 and closed December 15, 2022. We advertised this through our usual media outlets in the newspapers, including a Spanish language newspaper, and on our website. We also took it to our advisory committees. Our advisory committees both recommended approvals, however with a couple of caveats. TAC invited NDOT to attend the January meeting and speak a little more on the project details, as well as their general process for incorporating projects into our RTIP. The CMAC recommended approval on the condition that additional details regarding these projects were presented to the Board here today.

We did receive a public comment from Councilwoman Brekhus, which will be incorporated into the minutes as part of the public record.

There have been a couple of changes since the Agenda materials went out. The US 395 North Valleys Phase 1B project will be removed from this proposed amendment. NDOT received some updates recently and they would like to incorporate these into our next Amendment 5, which we have already scheduled for the January Board meeting. We had some other projects that required incorporation into amendment, but those also won't be ready until next month.

Changes to existing projects within the RTIP, caused increased construction funding. Highland Avenue Railroad Crossing project recently advanced to 100% design, which altered costs, Lemmon Drive Segment 2 project added a Right-of-Way Phase, and then those construction costs increased as a result of an Alternative Analysis Report conducted internally. The Pyramid Way 3R and ADA project advanced further along in the design process, so that altered cost. The I-580 South Reno Preservation project, which incorporated a change in payment strategy, including more advanced improvements to a structure within the project limits. The I-580 Peckham to Mill Street Preservation project added to the Scope of Work, which includes Plumb Lane Viaduct work and preservation treatment to three northbound bridges near the Spaghetti Bowl.

The Spaghetti Bowl Phase 2 Nugget Viaduct project had increased funding for the new phase, which is slightly different than shown in the Agenda materials. Funds were mistakenly added to the design phase that were intended for the Right of Way Phase. So, the Design will remain at \$5.1 million and the Right-of-Way will be \$72 million. We will incorporate that adjustment before we submit this Amendment to the Electronic State-Wide Transportation Improvement Program System.

For projects existing within the RTIP, we modified the schedule for the Washoe County School District Safe Routes to School Program, moving it to FY23.

New projects added to the RTIP include the Mt. Rose Corridor Study Recommendations, Phase 1 project. This will be for construction to implement the first phase of improvements based upon a planning study that was recently completed. The initial project limits will be Callahan Road to Fawn Lane and will include intersection safety and pavement improvements. As scoping progresses, this project is subject to future amendments.

There are a few bridge projects that will be for the construction phase, the I-80 Bridge Replacement at Mae Anne Avenue, the I-80 Bridge Replacement project at West Fourth Street, the I-80 Bridge Replacement at Mogul Road, and the Truckee River in Lockwood on Canyon Lane Bridge Replacement, that is in the design phase.

Commissioner Reese said it was his understanding that NDOT confirmed that the Boomtown/Garson bridge replacement is in the State's Transportation Plan with funding to be obligated by June of 2024. Is that project also in the 2021-2015 RTIP? He would like to address the concerns of the Verdi Mogul community on their transportation infrastructure needs not being met. I understand that the number of bridges and age of them requires replacement at a particular time. What can you say about that specific bridge?

Mr. Dollarhide said the Boomtown/Garson bridge is not in the RTIP. There is a requirement that this document include all federally funded projects and projects of regional significance regardless of funding source. At the moment, this project does not have any federal funds tied to it. I have spoken with NDOT and they will be incorporating this project into our RTIP shortly. Those details will be based upon a study that RTC is leading right now, The Verdi Area Transportation Study. Once we have the recommendations from that study, NDOT will work with RTC closely on developing more details and at that time it will be incorporated into the RTIP.

Commissioner Reese asked when do you anticipate sharing the Verdi Area Transportation Study with this Board?

Dan Doenges, Director of Planning addressed the Board to follow up on Commissioner Reese's question. We are currently finalizing some of those project recommendations for that study. We had a very productive Technical Advisory Committee meeting yesterday with a lot of our stakeholders. I

don't have a pin-pointed date yet, but I would say that study should be wrapping up in the next 2-3 months, at which time we will present it to this Board.

Commissioner Reese extended his thanks to the TAC Group and the work that is being done there. I think there has been incredible commitment from NDOT over these last many years on a number of these projects. We worked together for the Spaghetti Bowl Express Grand Unveiling earlier in the week and I thought that was a tremendous moment in progress for that particular section of roadway. I appreciate the good work that you're doing and I really think NDOT and Director Swallow are very much leading this charge, so thank you RTC and NDOT for working so collaboratively.

Mayor Schieve asked if there are timelines on these projects, so we can get information out to the public?

Mr. Dollarhide said the Agenda materials show the years that funding will go into and that the Boomtown project is slated for FY25.

Mr. Doenges followed up that these projects really negate the program before they can progress to that next phase. A lot of times this is the starting point, and once those projects get through design, then project level outreach happens. Certainly, with RTC, but NDOT does a really good job as well on notifying those that would be most impacted by some of these improvements and get the word out.

Commissioner Hill asked where the Safe Routes to School Plan with the Yield to Pedestrian Signs will be? Also, does the RTC work with Washoe County School District to develop what they want for these projects?

Mr. Dollarhide said he didn't know if those details are available for Safe Routes, but he would find out and get back to her on that. The process is that those funds come through RTC as we do a call for projects and review applications and award. From there they go to NDOT for execution of agreement, and depending on what type of project it is, if it's an infrastructure project, it has to go through their LPA process. I believe that is where that project stands now. The agreement is executed, but it's going through the LPA process. We hope to bring an update to the funding source next month. The timeline may be annual or periodically, but I will follow up with you on that.

Bill Thomas, RTC Executive Director, wanted to point out for the Board and the public, that this is a process that is prescribed to us, and one of the things we've noticed is when we do these public hearings, normally people want details and information. The process as it works, is we can't get to those levels of details until we have this initial approval of the funding before it actually starts. It's very obvious to me the frustration of having a public hearing and all of us struggling to understanding what this thing is you're being asked to approved. In short, I would describe it as without this first step, we can't move to the next level to figure out the details.

This item being a public hearing, Chair Lawson opened the meeting to public comment and asked if anyone wished to speak at this time.

Public comment Received via Email December 15, 2022 from Councilwoman Brekhuis:

Thank you for providing me with the opportunity to comment upon Amendment No. 4. Please see below my comments related to the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project, WA20200070.

It appears that this project is also subject to Amendment No. 3 that is pending. It is unclear from the materials how Amendment No. 3 impacted the project. Amendment No. 3 does not appear to be archived on the RTC Washoe website to aid in that understanding. Shouldn't Amendment No. 3 be ratified prior to a subsequent amendment? It is also unclear if Amendment No. 4 as described is inclusive or not, of the Amendment No. 3 changes.

As the project title denotes, this project is being segmented. Segmentation does not allow for cumulative impacts to be understood and the result of this Amendment and others since the RTP initial adoption require this project and its entirety to be reevaluated for all impacts. These impacts include among others: air quality, fiscal constraint, and social equity and justice (please see maps on RTP pages 163-164 for information on population demographics along the roadway vicinity).

The project that extends Lemmon Valley Drive to Red Rock Road that is in the corridor path after Segment 2 (terminating at Ramsey Way, See RTP Table C-7, for listing of both projects) is currently shown in the 2040 timeframe. The project is effectively, Segment 3. This project is induced by the Segment 2 investment and should be reevaluated for a sooner time.

Reasons for this are:

- 1) Amendment No. 4 represents an increased and significant regional investment in a short 3 miles road section. The section is well under capacity and should be construed as a stranded investment if it does not complete the Lemmon Drive roadway in its entirety.
- 2) The City of Reno has several approved developments that require the extension of both segments. These are: Evans Ranch (planned for 5,679 residential units) and Silver Star Ranch (planned for 1,600 residential units). With the City's expansion of the Reno Stead Reclamation Plant (a doubling of capacity) underway, critical sanitary sewer infrastructure will soon be available to these lands enabling their development.
- 3) Another development planned to utilize the combined Lemmon Valley segments is an industrial one planned at the Reno-Stead Airport. This development that involves approximately 3,000 acres (the majority served by large logistical truck traffic) requires Lemmon Drive connections to Red Rock Road. A copy of the development agreement can be found at this link: <https://www.renoairport.com/wp-content/uploads/2022/08/2016-Master-Development-Agreement.pdf> but more information on the progression of the agreement according to timelines outlined at execution are available from the Airport.

This project, together with Lemmon Drive Segments 2 & 3, also induces a shorter timeframe for the Silver Knolls Blvd. new road. It is presently shown in the 2050 period. This project should also be reanalyzed for impacts at this time.

In summary, the Lemmon Drive Segment 2 investment induces additional roadway demand in periods that are more proximate than those shown on the RTP. Additional impact analysis is required considering the increased regional investment in Segment 2, planned land developments and other public infrastructure investment. The RTP must undergo a more involved analysis of these projects, timeliness, and impacts.

On Motion of Commissioner Hartung, seconded by Commissioner Reese, which motion carried unanimously, Chair Lawson ordered that Amendment No. 4 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) be approved.

Item 6 DISCUSSION ITEMS AND PRESENTATIONS

- 6.1. Receive a report on the FY 2022 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County and authorize staff to submit the document to the Nevada Department of Taxation. (For Possible Action)

Christian Schonlau, Director of Finance and CFO for RTC addressed the Board with Scott Nickerson, our Partner with our audit firm Crowe, LLP, and we are presenting today on behalf of our Executive Director, Bill Thomas to present our Annual Comprehensive Financial Report or ACFR, which is included in the board packet today.

The ACFR does more than just display the accounting for the previous year. It recaps the accomplishments of the RTC over the prior year, our plans for the future, an analysis of economic conditions effecting those outcomes. The audit process insures that RTC has regimented and implemented internal controls, that the agency follows all applicable laws and federal guidance and that we present our financial statements in a generally accepted method.

Included in this years ACFR is an award for Excellence in the Financial Reporting from the Government Finance Officers Association for FY21. This award recognizes the work of our accounting and finance team dedicated these documents above our industry standards and RTC has earned this year for 35 years. I am confident that my team will continue this tradition in the years to come.

Mr. Nickerson and I are happy to answer any questions you may have.

Bill Thomas, RTC Executive Director speaking on behalf of the Board and as Executive Director, I would like to thank the Finance Department team. We have a lot of financial resources that pass through RTC, and having an audit that reaches this conclusion should give all of us comfort.

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

- 6.2 Approve the RTC federal priorities and provide direction accordingly. (For Possible Action)

Paul Nelson, Government Affairs Officer for RTC presented the Federal Priorities for 2023, which is something we do on an annual basis this time of the year, to zero in on the projects that we are really wanting to prioritize, especially on a federal level where we can look forward to some potential funding sources. It also helps us with working with our Federal Delegation so they know what main projects we are focusing on. A presentation is included in the agenda packet for this meeting.

There are 19 different projects and policies within this report and we are going to focus on the six top priorities that we have, which are:

- Bus Maintenance Facility Replacement, which is the relocation of the Villanova Bus Maintenance facility because of the Spaghetti Bowl project.
- Keystone Avenue Bridge Replacement, which is aging, structurally deficient and rated very poorly.

- Lemmon Drive Improvements and Resiliency Project, which is the second phase of Lemmon Drive and they would widen it from two lanes to four lanes from Fleetwood Drive to Ramsey Way. It would also include improvements to mitigate flood issues.
- Sierra Street Bridge Replacement, which is another downtown bridge that is structurally deficient. It doesn't perform well during flood events and it also has a high risk during seismic events.
- Sparks Boulevard Project. Phase 1 is wrapping up early right now. Phase 2 will run from just north of I-80 to Baring Boulevard. This is to increase safety and roadway capacity and widen the roadway to make it better for pedestrian and cyclists.
- Highland Ranch Parkway/Pyramid Highway Intersection. This is one of the fastest growing areas in our region. This will include an overpass, ramps and widening Pyramid Highway to six lanes.

There are also four additional priorities that we added this year:

- Mt. Rose Highway Improvements. The roadway exceeds the state-wide average for fatal crashes, so safety is the top priority.
- Sun Valley Boulevard Corridor Improvements are also new to the list. This is from Scottsdale Road to 7th Avenue, it has a lot of pedestrian traffic and it's one of the highest transit ridership's that is not located on a BRT route.
- Vision Zero Truckee Meadows Improvements. This is a collection of multi-modal transportation improvement in Reno, Sparks and Washoe County.
- The Pavement Preservation Priorities, which we will work with local governments to identify Federal Funding opportunities for pavement preservation. This could have many benefits for not only extending the roads life, but also for things like improving transportation safety and reducing carbon emissions.

Commissioner Hill said constituents reach out to her quite often asking if the Keystone Avenue bridge is safe, and I wanted to for the record clarify with the team that yes, it is safe to drive on. It looks bad, but the State does annual inspections and it does pass, we're just waiting on funding, is that correct?

Mr. Nelson said that inspections are done on the bridge regularly and we are just planning ahead for funding for this project.

Commissioner Hill said the County has a study called the Scenic Corridor Study of Investments. Have you seen that study and are you looking at that as part of this planning, because it is an older study, but there are a lot of great suggestions in that study?

Mr. Nelson hasn't seen the Study, but he would appreciate a copy being sent to him.

Bill Thomas stated that the NDOT study that the RTC helped with considered and included that Scenic Corridor Study document, but we will confirm that.

Commissioner Hartung thanked RTC for putting in the Highland Ranch Parkway and Pyramid Highway intersection. The improvement of that intersection is essential and I'm hoping we're looking a grade separated interchange. Sun Valley Boulevard is going to need improvements, especially at the top from Highland Ranch Parkway to 7th Street to make that four lanes. With five ridges, it's going to

push more traffic onto Highland Ranch Parkway and Sun Valley Boulevard. So, I'm hopeful we will look at Highland Ranch as a connector.

One other area is the O'Brien Pass, which is 7th Street to the back side of Golden Valley. I don't know if we've looked at the crash data on it, but I know there is a good volume of traffic and there are developments that are going on. We really need to look at that connection between Golden Valley and Sun Valley.

Mayor Schieve said she assumes that these projects have all been voted by the Board, how does that work?

Bill Thomas said this is a process that is figurative, so every year we look at it and refine it. For example, on the O'Brien Pass, to put that in the queue, we would have to do an evaluation on whether we want to use federal money or not. With federal money comes a process that may or may not accelerate our ability to meet it. We also look for significant things that we think we are going to get community support on. From the standpoint of moving this forward, we are asking you to approve these as priorities, but knowing full well, when we get to this point next year, there may be other things that come up.

Mayor Schieve discussed micro-mobility and having a strategic plan. She feels the RTC has been in a box that is not very exciting, and feels we can take RTC in a very different direction by adding elements that are people-centric and can really resonate. How do you make transportation cool, how do you make people want to take transportation? I think there are ways to do that, so I'd really like to dive in to talk about what our new priorities will be and what that looks like going forward?

Bill Thomas said that when we have our Board Retreat in February, that is our opportunity, as a Board, to move away from the day to day things that we have to do to keep the operation running to the ones that are more strategic. That will be the focus for our Board Retreat.

We turned in an application with the Federal Government for \$50 million to address micro-mobility and mobility in general. It doesn't say that specifically here, but the term is covered in one of our priorities.

Commissioner Reese agreed with the Mayor about thinking about innovation and how our constituents are often times bringing us their ideas. From a Government Affairs perspective, is this report my opportunity to tell you how I would like us to have some higher-level conversations with the Federal Highway Administration about what I'm seeing other communities do? Is this a government to government contact thing where you will go lobby the Highway Administration to allow us to do some innovation? How do I slide my interest and priority levels into this existing framework?

Mr. Nelson said he would say with these federal priorities, a lot of them are still a work in progress. There is planning that is still happening and it's a way for us to talk to the Feds. Especially to our federal delegation to let them know these are the specific priorities that we are looking at. Also, we didn't put them in any order, so it's more about if a grant opportunity comes up that fits one of those projects, but maybe not the others, then we'll go ahead and apply for that project. So, some of these are kind of fluid and flexible and when it comes to the specifics in each of these projects, I think that there are still a lot of moving parts.

Commissioner Reese discussed how other communities in other states are able to create crosswalks that look like piano keys, 3D art, etc. and when we go to our City folks, we're told we can't do that. They say no, we're professional engineers, we have to stamp it and the Federal Highway Administration out here is telling us to not do anything that doesn't look exactly like this, what we've done for the last 100 years. Mayor Schieve is here saying we want innovation, creativity, place making, all these things. I'm trying to identify the priorities that I value as our ability to communicate effectively on a government affairs basis to the federal government and whomever we have to connect with there, to make sure we are able to do those things. I like your style Mr. Nelson, in terms of how you connect with people, and I believe that long term we are going to be able to use your skillset to connect with our federal partners to make things that do matter to us.

Chair Lawson commented that from his meeting yesterday, we chose those projects because they hit different pots of money too, so that is the other side of this. I do agree with an innovative process and how do we do that and that is a perfect topic for the retreat in February to see how we address that and set forth a plan to move forward.

Mr. Thomas stated that this particular item is done annually. When you vote on this today, what does it mean? The ideal would be that we take this forward and get all of the items done, so going forward you just hear progression reports of the design. We can certainly do quarterly reports on the priorities. The goal would be to have constant communication, because so many of these things are fluid. What has been referenced here is the biggest challenge for us and the State. Also, we have a Federal partner that asks for our input, but it is at a different level of discussion. That is our challenge, how do we feed up from the bottom what people are experiencing into a process that is very massive and can easily get lost. It doesn't mean we can't change or go different directions, but that's really the goal of this.

Commissioner Hartung suggested that quarterly updates be provided in the Director's Report to keep us updated.

Commissioner Hill asked if micromobility is included as part of the Vision Zero Truckee Meadows Improvements, or if micromobility is separately within each of these new priorities?

Mr. Nelson said that Vision Zero is where we look specifically to make things safer for the pedestrians and the cyclists in the high crash areas. Mt. Rose Highway has trails they are looking at and also along Sun Valley Boulevard, where they can make things safer for pedestrians.

Commissioner Hill, thank you for clarifying that. I would also like to see discussion on how we can have better shuttle service from Reno to the Tahoe Basin and reduce vehicle miles traveled. Hopefully that can also be part of the improvement discussion.

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

Items 7.1 thru 7.3 REPORTS

7.1 RTC Executive Director Report

1. I would like to start off by congratulating Denise Thompson. January 2nd marks Denise's 15th anniversary at the RTC. She spent most of that time as the Executive Office Administrator and Clerk of the Board. She recently started a new position as our Procurement and Contracts Analyst. We know she will continue to do a great job in this role.
2. The RTC has completed the amendment for both our RIDE and ACCESS/FlexRIDE service contracts. The board authorized me to adjust the hourly rates back at our August meeting for services provided by Keolis and MTM. The amendments allowed our providers to respond to unprecedented economic pressures including inflation, labor, supply chain issues and matters related to the pandemic. The changes were necessary to allow us to continue to meet the transportation needs of our community.
3. We hope these updates will help the efforts of MTM and Keolis to hire and retain employees. Keolis had recently been operating with approximately 88 percent of its drivers and trainees. It has filled those positions and is training its new employees. MTM has been operating at about the same percent. It has seven openings for drivers. We encourage you to check out the public transportation report in your packet to see our enhanced recruiting efforts and staffing plan for both RIDE and ACCESS. It includes a number of items, including job postings, hiring events, and communications.
4. Last week, the RTC held a Stuff-A-Bus event for food items for those in need. We accepted nonperishable food donations on Thursday, then dropped them off at the 2 News Share Your Christmas Food Drive. That event raised nearly 155-thousand pounds of food and more than 338-thousand dollars for the Food Bank of Northern Nevada. This is a very worthwhile community event and we are very happy that our participation will help feed some of our most vulnerable residents.
5. The RTC is expanding its ED-Pass Program to the Desert Research Institute. All D-R-I faculty, staff, and students who work on D-R-I's Reno campus have the opportunity to ride any of the RTC's fixed route or FlexRIDE transit services for free with a D-R-I ID card. This service is already in place for students, faculty, and staff at the University of Nevada, Reno and Truckee Meadows Community College, using a student ID. This program has been in place for more than three years, helping to reduce emissions and traffic congestion around our campuses. We always encourage people to use public transit.
6. Phase 1 of the Sparks Boulevard Project has reached substantial completion, three months ahead of schedule. The project added roadway capacity, increased safety and accessibility, and improved bicycle and pedestrian facilities between Greg Street and Lincoln Way. Granite Construction crews expected to finish the job in the spring, but finished well-ahead of schedule. The RTC still has some final striping and punch list items to finish, so the community can still expect some minor lane closures over the next month. We plan on breaking ground on Phase 2 in 2025.
7. The RTC is asking the community to ring in the New Year, responsibly. Once again, we are providing free transit from 6 p.m. on New Year's Eve to 2 a.m. on New Year's Day. We know alcohol will be a part of many people's holiday plans. We encourage them to designate a sober driver, use a taxi, take a bus, call a designated driver service, or use a rideshare service. Riding a bus is a safe alternative to driving or walking home while impaired.

7.2 RTC Federal Report

Mr. Paul Nelson, RTC Government Affairs Manager, addressed the Board and stated that House Republicans voted to keep earmarks in place and that is something that the democrats typically support. That is good news for RTC, because we do have some projects coming down the line that we think this could help with. We're in the process of deciding which projects we want to submit for earmarks for FY24. In the FY22 budget, there were nearly \$10 billion in earmarks and more than 4,400 projects. Last night, Congress passed a week-long stop gap spending bill. The continuing resolution was set to expire today, so this gives them until next Friday to pass the Omnibus Bill. The two parties reached a compromise on overall spending levels, so the plan is to take care of it before Christmas. The US Census Bureau is publishing its new urban boundaries this month. The new data will affect FTA Formula Funding Programs across the country. The Department of Transportation updated the 2023 Raised NOFO this week. The RTC is applying for this funding for the Lemmon Drive Phase 2 project. The application deadline is February 28, 2023.

7.3 NDOT Director Report

NDOT Director Kristina Swallow spoke about discussions that came up throughout the meeting before giving the NDOT presentation.

To the new and existing Board members, things have been changing over the last four years with NDOT, so I would like to offer briefings. If you would like us to meet with you to go over anything, please do not hesitate to reach out.

On the RTIP, I wanted to highlight the three full bridge replacements and I believe there is a fourth one, that is in large part due to the additional bridge funding an IJA, so we're excited to be able to put that to work. That additional \$45 million annually from IJA is going to help us work on these bridges to make sure that our bridges stay the best, but also to make sure that they are safe. We always are working to invest in bridge safety.

The Mt. Rose Corridor Study Project Phase 1 is going to be reflective of the work we did and that Commissioner Lucey was so closely involved. While we don't know specifically what those intersections will look like today, they will be in alignment with the corridor study that we worked on with Commissioner Lucey. It does include the Scenic Highway recommendations. There isn't overlap over the whole corridor, but where there was they made sure to incorporate those.

The priorities are so important, because when there is alignment, we can offer letters of support and as 40% of the IJA Bill is discretionary funding, which is the largest amount ever. The team at RTC knows this, but we work together, and they ask for letters of support. We don't have any role in FTA, but we understand how critically important transit is, so if a letter of support helps, please ask us. In doing that and working together, we have brought back significant funding across the State, but there have been a couple of grants that this region has received in the last three to four years. The Arlington bridges received a grant, 395 and Virginia received a grant and Pyramid Highway, which was accomplished through our working together and sharing those priorities. It's important that we have these conversations.

Crosswalks, that is the Manual and Uniform Traffic Control Devices, the good news on that is there is a committee that is working on updating it. You're right, some local agencies across the nation, I think would say this is just a guideline, so we are willing to take the risk. In some places they found it can actually improve safety. It's being willing to have the study and doing the engineering judgement.

Since the document is currently in update, so there may be opportunity to weigh in on the updating of that document.

Multimodal, it's not something I talk about a lot, but one of the things that we've been doing at NDOT is really leaning in and saying who might we expect to use this corridor? Even if they aren't there today, is it a corridor that you'd expect to be pedestrian, or expect a cyclist, is it transit and how to we make it as safe as we possibly can?

NDOT Director Kristina Swallow then gave a presentation and spoke on the following topics:

Traffic Safety – which included:

- Washoe County Traffic Safety
- Unrestrained Drivers and Passengers
- Bicycle and Pedestrian fatalities are Down

Project updates include the Spaghetti Bowl Express. On Wednesday, December 14th, we were able to celebrate the substantial completion of the SPX project, the first phase of our overall Spaghetti Bowl project. I'm glad that some of you were able to join us on Wednesday to be part of that. I'm glad we've been able to work together. The RTC contributed \$30 million to the project to ensure that it got done and it was done ahead of schedule. We still have some striping, aesthetic treatments and tribal sculptures that are coming in the coming months. Thank you for everyone that has been driving through and being patient with us as we've delivered this project.

Looking ahead to next year, we have about five items. In 2023 we are launching the next phase of the US 395 improvements between North McCarran and Golden Valley Road, which will include adding one lane to southbound 395, additional auxiliary or merge lanes between the exits. We will also be constructing a braided freeway ramp along northbound 395 between Panther Valley on and Golden Valley off.

We are also working on Pyramid Highway to Spanish Springs, and RTC has led the environmental process for the project. We got a Federal grant to deliver this project and for those who aren't as familiar, this project will widen approximately 1 ½ miles of Pyramid from Queen to Los Altos Parkway from four to six lanes. It will reconstruct one mile of existing four lanes from Los Altos to Golden View Drive, and it will provide a 10-foot protected shared use path and five-foot bike paths from Queen to Golden View Drive.

Further south we are going to be overlaying the aging and cracking surface of I-580 south of the current Spaghetti Bowl project between Villanova and Peckham. On Mt. Rose Highway, we are adding median concrete turn islands and an eastbound right turn lane at Callahan. The median islands will also be reconfigured to provide additional protection for turns between the highway and Edmonton Drive. There will be a protective 10-foot wide paved shared use path constructed between Thomas Creek and Edmonton on the highways south side to provide additional safety and access for the folks that are biking and walking along that corridor.

In West Reno in the Verdi area, we are going to improve roadside drainage and barrier rail, as well as beautify both directions of I-80 from Keystone Avenue to the State Line. We will be installing landscaping to portray native wildlife and plants of the Truckee Meadows consistent with the existing I-80 landscaping through downtown.

Next year will be the final year in improving the Incline Village area highways. We are two years into this project and next year will be the final year of that project.

Mr. Thomas said thank you and normally doesn't comment on these, but just an observation as I have worked in this position for the last couple years, I would say the norm is that on these big federal projects that have federal money involved, that they are over budget. This is a thank you to Director Swallow and her team, I would like to highlight for our community and for everyone up here, that when we say on budget, that's not the norm. That isn't what frequently happens. If anything, when I deal with some of these regional agencies, they are used to projects going way over budget. So, being on budget is significantly important.

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Hartung would like the Spanish Springs Valley looked at for expanding boundaries for bus services.

Commissioner Hill would also like Washoe Valley included in that.

Item 9 PUBLIC INPUT

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

Ms. Donna Clontz, local resident with the Senior Coalition, Age Friendly Communities asked if there is a way to put solar heaters in the bus stop spaces that have shelters? AB10 is pending for next year's session and Vegas is wanting to create Transportation and Housing Reinvestment Zones. Would Sparks and RTC be interested in taking a look at this to see if it makes sense for Washoe County? The senior community would love to participate in any innovation coming up for the area. Expanding FlexRIDE is one of the biggest things the Senior Coalition works on, because it's working and it's wonderful for folks to call and have that van show up and take them where they need to go. Also, can it be looked into if the school buses and drivers can be used during the day for RTC transportation when the drivers are not running kids. They have vehicles and trained folks, maybe there is a way to have them do part time work for RTC if that is allowed.

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:43 a.m.

ED LAWSON, Chair
Regional Transportation Commission

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Daniel Doenges, Director of Planning

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

McCarran Boulevard Corridor Study	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/
<i>Status: Draft report under development to be presented at a future Board meeting.</i>	

Verdi Area Multimodal Transportation Study	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/
<i>Status: The project team had the second project TAC meeting to review recommended improvements.</i>	

Virginia Street Transit Oriented Development (TOD) Planning Study	
Graham Dollarhide, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/
<i>Status: Project kickoff in January 2023.</i>	

Active Transportation Plan	
Dan Doenges, Project Manager	N/A
<i>Status: Contract anticipated to be awarded at January Board meeting.</i>	

ONGOING PROGRAMS

Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i>	
<ul style="list-style-type: none"> • <i>Awaiting response on Safe Streets and Roads for All (SS4A) application.</i> 	

Vision Zero Truckee Meadows	
James Weston, Project Manager	https://visionzerotruckeemeadows.com/
<i>Status: Meeting held on October 17, 2022</i>	
<ul style="list-style-type: none"> • <i>Regional crash analysis underway.</i> • <i>Discussion with City of Reno staff on data sharing.</i> 	

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities
Lauren Ball, Project Manager
<i>Status: RTC staff conducted the following outreach activities from Dec. 1 – Dec. 31:</i>
<i>December 1 RTC Technical Advisory Committee (TAC) Meeting</i>
<i>December 7 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting</i>
<i>December 8 RTC Stuff A Bus Holiday Food Drive for Food Bank of Northern Nevada</i>
<i>December 31 RTC FREE Safe RIDE New Year's Eve service</i>

Media Relations & Social Media
Lauren Ball, Project Manager
<i>Status: The RTC issued 6 news releases and received 8 media inquiries regarding the Stuff A Bus Holiday Food Drive, the FFY 2021-2025 Regional Transportation Plan Improvement Program Amendment 4, early completion of phase I of the Sparks Blvd. Project, RTC holiday hours and transit schedule information, the New Year's Eve FREE Safe RIDE, RTC fuel tax, the bus pass subsidy program, and the amendment to the Regional Transportation Plan.</i>
<i>Social media was used to promote and provide information about the RTC Board Meeting, the Stuff A Bus Holiday Food Drive, the FFY 2021-2025 Regional Transportation Plan Improvement Program Amendment 4, early completion of phase I of the Sparks Blvd. Project, RTC holiday hours and transit schedule information, the New Year's Eve FREE Safe RIDE, NDOT's completion of the Spaghetti Bowl Xpress project, the MTM employee of the month, the Allied Security Guard who rescued a girl near CENTENNIAL PLAZA, Bob Lucey Day, and more.</i>
<i>Social media metrics for the month of December: 10,440 impressions on Facebook, Twitter, YouTube, and Instagram.</i>

Informational Materials and Video Production
Lauren Ball, Project Manager
<i>Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the Stuff A Bus Holiday Food Drive, Sparks Blvd. early completion, the UNR Digital Twin project LiDAR partnership, and New Year's Eve free transit information.</i>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Highlights

RTC Provides New Year’s Eve FREE Safe RIDE on Scheduled Transit Services - The RTC helped people celebrate responsibly and kept roads safe by providing free transit service on New Year’s Eve. Riding the bus is a safe alternative to getting behind the wheel or trying to walk home while impaired. RTC is proud to provide this service to give residents and visitors a safe transportation alternative.



RTC RIDE Key Highlights – December

- Released 6 trainees to operations for revenue service
- 2 driver terminations (attendance)
- 0 driver resignations
- 1 MOD hired
- External Safety Audit on 12/7 & 12/8
- Enjoyed cookies, cocoa, and carols on 12/8
- Set up fun station for staff to make a melted snowman ornament
- Collected canned food donation bin
- Stuff a Bus, Holiday Food Drive at Sam’s Club, 12/8
- KTVN Share your Christmas, at GSR 12/9
- Ugly Sweater & employee potluck 12/14
- Provided shelter for residents at Rosewood Park Apartments due to woman and child being held at gunpoint, 12/19
- 3 new grievances
- 6 ULP’s open
- Free Rides, for New Year’s Eve, 12/31

Keolis represented staffing headcount as of December 30, 2022:

Position	Total Employed	#Needed
Coach Operator Trainees	8	10
Coach Operators	155	10
Dispatchers	6	0
Road Supervisors	4	2
Manager On Duty	5	1
Mechanic A	5	0
Mechanic B	4	0
Mechanic C	3	1
EV Technician	1	0
Maintenance Supervisor	1	1

Position	Total Employed	#Needed
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – December

Safety

Accidents: 2 non-preventable

Injuries: 1 report only

YTD Preventable Accident Count: 9

YTD Injury Count: 6

December Safety Blitz - Vehicle and yard security / Post trip

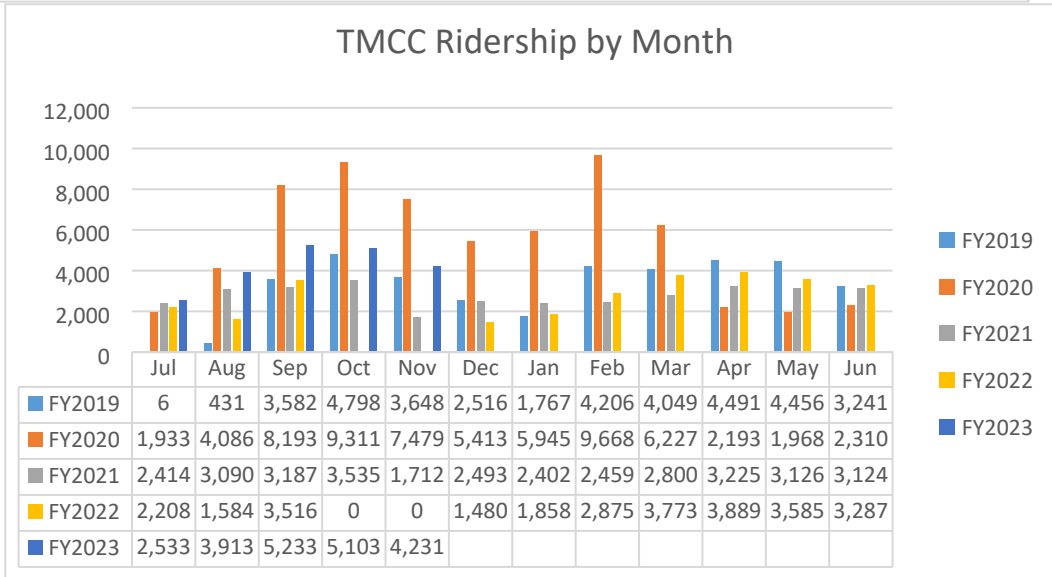
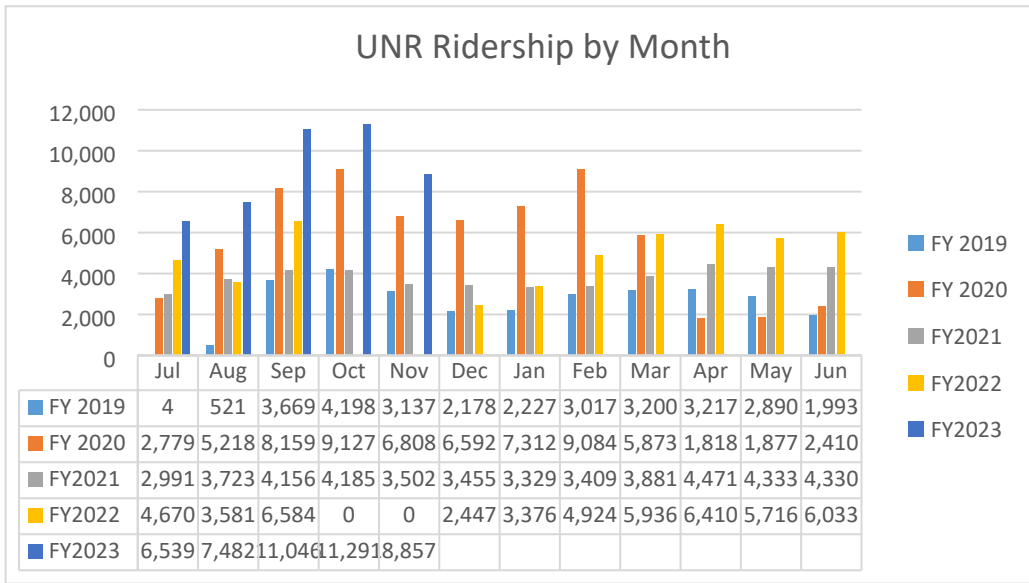
December Safety Meeting – Run Hide Fight / BOTL Human trafficking

MTM represented staffing headcount as of December 30, 2022:

Position	Total Employed	#Needed
Drivers	46 FT – 6 PT	9 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	0
Utility Worker	2	0

TRANSIT DEMAND MANAGEMENT (TDM) Update

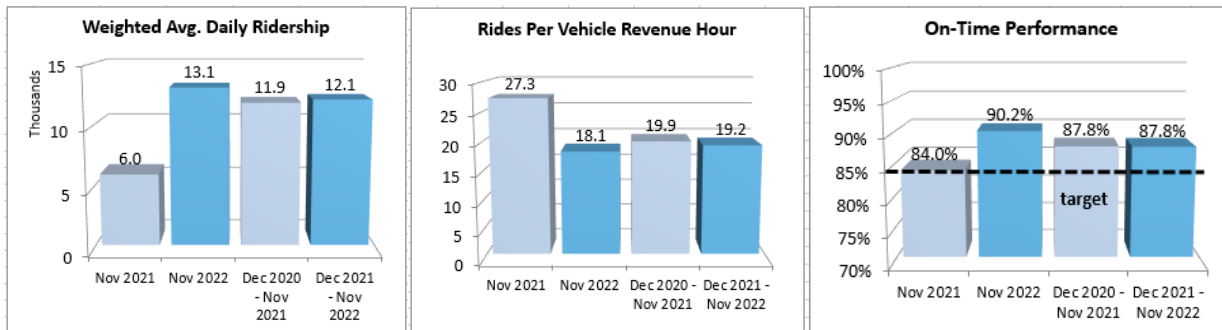
- Vanpools increased to 350
- RTC's ED Pass program at UNR set a new high for the month of November with 8,857 trips.
- On Monday, December 12 staff did an interview on the Bus Pass Subsidy program with CBS, Channel 2 at the Peppermill Casino.
- Staff met with the Deputy Director of the VA regarding the development of a vanpool program.
- Staff is working with TAGG in the North Valleys on Transportation Demand Management programs as required by the Reno planners for a new building.
- Staff has reserved a room at the TRI Center on January 23 for the TMA kick-off meeting.
- Ridership numbers from the ED Pass Program through the month of November:



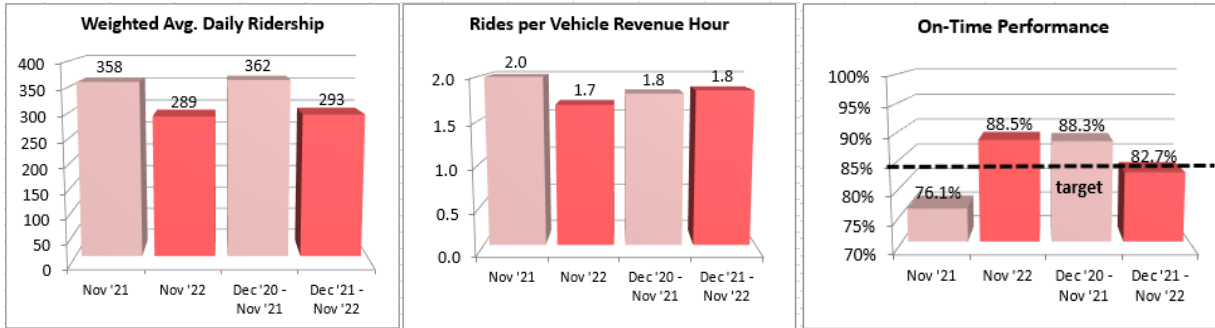
Ridership numbers in October & November of 2021 were affected by the driver strikes.

NOVEMBER 2022 TRANSIT PERFORMANCE

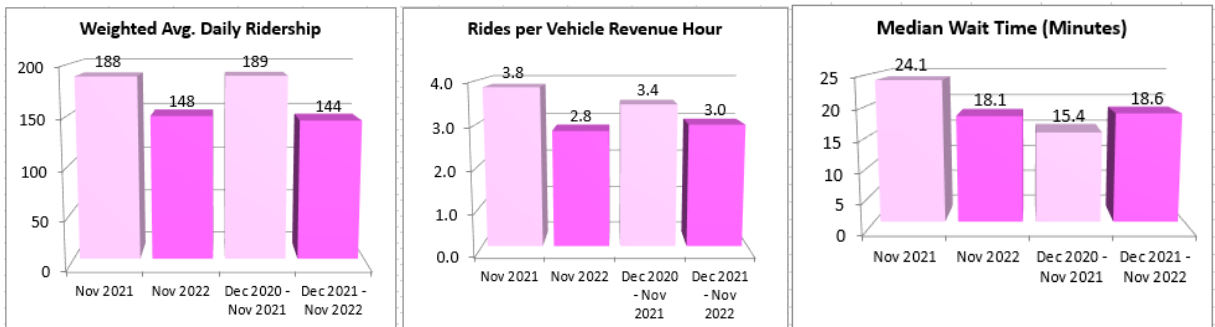
RTC RIDE



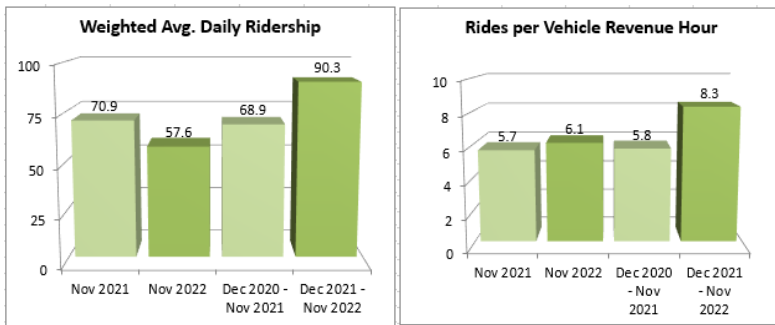
RTC ACCESS



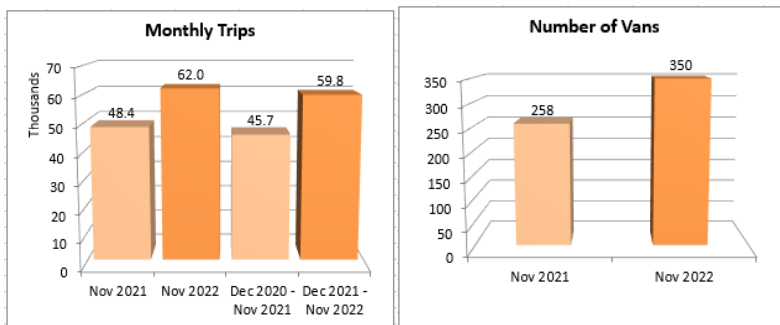
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Christian Schonlau, Director of Finance/CFO

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
N/A	

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Sierra Street Bridge Rehabilitation Project	January 20, 2023
Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project NEPA/Final Design	February 16, 2023

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
Bus Stop Improvements and Connectivity Program-Phase 4	Spanish Springs Construction	12/9/2022	\$1,021,000
Sutro Street and Enterprise Road Rehabilitation	Sierra Nevada Construction	12/12/2022	\$2,362,436
4 th Street Reconstruction	Q&D Construction, LLC	12/27/2022	\$3,069,000

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
TransitMaster GTFS Real Time Feed	Vontas	\$40,950
Annual Traffic Count Program FY23	Quality Traffic Data, LLC	\$99,875

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
Holcomb Avenue Rehabilitation	Wood Rodgers Inc.	12/27/2022	Amend. 1	\$20,000	\$505,935



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Dale Keller, P.E., Director of Engineering

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

Funding for this item is included in the approved FY 2023 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: The Contract bid was awarded to Spanish Springs Construction (SSC). Construction will begin in early 2023.</i>	

Center Street Multimodal Improvements	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/
<i>Status: Thirty percent (30%) design plans are produced. Additional traffic analysis of the downtown road network supports the efforts of City of Reno to complete The Downtown PlaceMaking Study. Once the final report is published, final scope and design will be completed.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

South Virginia Street & I-580 Exit 29 Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/
<i>Status: Ongoing coordination with NDOT and City of Reno. 60% design plans are expected by the first quarter of 2023. Construction is tentatively scheduled for fiscal year 2025 (summer 2024).</i>	

Sparks Boulevard	
Amanda Callegari, South Phase Project Manager Jeff Wilbrecht, North Phase Project Manager	SparksBLVDproject.com .
<i>Status: South Phase: Installation of electrical items including signal heads and cameras will continue in January pending material procurement.</i>	
<i>North Phase: Review and finalization of the technical reports and documents associated with Environmental Assessment for the North Phase will be complete by the end of the year. Final design of the project is advancing. Utility relocations are being evaluated to ensure project improvements are not in conflict. A public meeting will be planned for early 2023 to review the findings within the Environmental Assessment.</i>	

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The project team is moving towards 100% design plans. The right-of-way acquisition process is ongoing. Construction is anticipated to start by summer of 2023.</i>	
Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<i>Status: Signal timing on Sun Valley Blvd is complete. New timing on Rock Blvd will be implement in late January 2023.</i>	
Traffic Engineering (TE) Spot 10 – South	
Doug Maloy, Engineering Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: Remaining utility work will occur weather permitting over the next few months. The roundabout construction will begin spring 2023.</i>	
Traffic Management – ITS Phase 4	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Titan Electrical Contracting continues construction of improvements on Prater Way between Pyramid Way and Sparks City Hall. Project is on hold for winter. Project be completed in Spring 2023.</i>	
Traffic Signal Installations 22-01	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: Project is on hold for procurement of traffic signal equipment. Signal turn on at Mill St. @ Telegraph, and S. Meadows Pkwy @ Wilbur May expected in February.</i>	
Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: The consultant is completing final design. Right-of-way acquisition and NDOT permitting is ongoing.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The design team is moving towards 60% design and addressing agency comments received. Coordination with utility companies is on-going. A Section 408 permit for geotechnical borings was submitted to Carson Truckee Water Conservancy District. Coordination with USACE, FHWA, and NDOT continues.</i>	
Lemmon Drive	
Amanda Callegari, Segment 2 Project Manager	Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 2 – The project team completed 30% design for the natural berm alignment selected during the alternatives analysis. A Request for Proposals (RFP) for environmental services and final design will be released on January 12, 2023. Currently working on the FY0223 RAISE Grant Application.</i>	
Mill Street Capacity & Safety (Kietzke Lane to Terminal Way)	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: The project team is reviewing the 60% design package. Coordination with utility companies is on-going. Outreach with adjacent business owners continues. A right-of-way setting is schedule for January 2023.</i>	
Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status: A seasonal winter shutdown is in place; however, some shoulder and miscellaneous work is being performed until construction activities are resumed next March 2023 (weather permitting) within the limits of Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno) and Phase 3 (Silverada Boulevard to Sutro Street in Reno).</i>	
<i>Overall construction, including the remaining phases, is anticipated to continue over the next construction seasons and be complete by the third quarter of 2024.</i>	
Sky Vista Parkway Widening Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: A seasonal winter shutdown is in place; however, some shoulder and miscellaneous work is being performed until construction activities are resumed next March 2023 (weather permitting). Public outreach efforts continue to develop as the team works on a roundabout education campaign tailored to the project area.</i>	

Truckee River Shared Use Path	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse.</i>	

PAVEMENT PRESERVATION PROJECTS

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: The Contract bid was awarded to Q&D Construction (Q&D). Construction is anticipated to start in April 2022.</i>	

Arrowcreek Parkway Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: The design team is working toward 100% plans, coordinating with adjacent developers, and submitting an NDOT permit. Right-of-way easement acquisition process is underway. Beginning of construction is anticipated for late Spring 2023.</i>	

Holcomb Avenue Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/
<i>Status: Wood Rodgers has completed final design and is compiling all the solicitation documents based on final comments. A final construction package will be ready to bid by February 2023 with construction starting in the spring.</i>	

Sutro Street & Enterprise Road Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Construction contract was awarded to Sierra Nevada Construction (SNC) and construction is expected to start in early spring 2023.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: Work during the last reporting period continued coordinating preliminary design elements associated with the project; specifically refining the preliminary site layout to ensure future electric vehicle charging infrastructure is accounting for current technologies.</i>	

Peppermill BRT Station	
Scott Gibson, Project Manager	
<i>Status: The project advertised bids for construction and Q&D Construction was awarded the contract. The project is expected to be constructed in early 2023.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
N/A			

CONTRACTS UP TO \$100,000

None



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Dan Doenges, PTP, RSP, Director of Planning

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC meeting on January 4th, 2023 was canceled due to a lack of quorum.

Technical Advisory Committee (TAC)

The TAC met on January 5th, 2023, and approved the proposed RTIP Amendment No. 5 and the proposed 2050 RTP Amendment No. 1.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

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

FISCAL IMPACT

There is no fiscal impact related to this item.

PREVIOUS BOARD ACTION

There has been no previous board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Daniel Doenges, Director of Planning

RECOMMENDED ACTION

Approve a contract with Alta Planning + Design, Inc., for planning services for development of the RTC Active Transportation Plan, in an amount not-to-exceed \$185,060.

BACKGROUND AND DISCUSSION

The Active Transportation Plan (ATP) will identify policies, programs, and infrastructure options to support active modes as a viable transportation choice, especially for shorter trips. The Plan will serve as a resource for the region to incorporate bicycle and pedestrian elements into the roadway network; and provide an overview of best practices, recommended policies, key partnerships, and outreach and educational activities to promote walking, rolling, and biking in the region. This plan will inform the Regional Transportation Plan and leverage future funding opportunities.

One proposal was received in response to the Request for Proposal (RFP) for the ATP. The technical evaluation of the proposal was conducted by an Evaluation Committee, composed of five individuals from the RTC and Truckee Meadows Regional Planning Agency (TMRPA). All members of the Evaluation Committee evaluated and scored the technical proposal independently in accordance with the evaluation criteria set forth in the solicitation. After the initial scoring and consensus meeting, the proposal from Alta Planning + Design, Inc., was found to be responsive and is being recommended for award of the Agreement for Professional Services.

FISCAL IMPACT

Funding for this item has been budgeted as part of the FY 2022 – FY 2023 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

9/16/2022 Authorize the Request for Proposal for the Active Transportation Plan.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of January 20, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Alta Planning + Design, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC issued a Request for Proposal for interested persons and firms to perform professional services in connection with the Active Transportation Plan; and

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) and was selected to perform the work.]

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1.1 to 5.3)	\$166,382
Reimbursable Expenses & Travel	\$18,678
<hr/>	
Total Not-to-Exceed Amount	\$185,060

- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement,

shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Daniel Deonges
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1901

CONSULTANT: Joe Gilpin
Vice President
Cole Peiffer
Alta Project Manager
Alta Planning + Design, Inc.
711 SE Grand Ave.
Portland, OR 97215
C/O Contract Administration
contracts@altago.com

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the

process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using

Federal Appropriated Funds, and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibits D, E and F.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

ALTA PLANNING + DESIGN, INC.

By: _____
Joe Gilpin, Vice President

Exhibit A

Scope of Services

Task 1. Project Management

1.1 - Invoicing and progress reports - Alta will develop monthly progress reports including a deliverable tracker to accompany monthly invoices.

1.2 - Coordination - Alta will schedule and facilitate a project kick-off meeting with agency project manager and staff. The Alta Project Manager, Cole Peiffer, will conduct bi-weekly meetings (up to 30 minutes) following the project kick-off meeting.

1.3 Management Plan - Alta will develop a Project Management Plan detailing the team organizational structure, project schedule, and budgets for each task. The Management Plan will include proposed analysis methodologies for Tasks 2.1-2.5. Alta will incorporate one round of internally consistent client comments into the Draft Project Management Plan.

Task 2 - Existing and Future Conditions Analysis

2.1 Existing Studies - Alta will submit a data request memo to RTC staff, to request all available plans, policies, and regulations which may have any effect on the development of the plan and recommendations. Alta will review up to five (5) relevant plans, policies, and reports that pertain to active transportation in the Truckee Meadows to allow for consistency. Alta will summarize relevant plans and their connection with the development and implementation of bicycle and pedestrian recommendations in the Plan.

2.2 Existing Infrastructure and Project Completion - Alta will purchase data from Ecopia to identify sidewalk location and width, and marked crosswalks for the full Truckee Meadows area. Alta will collaborate with RTC to consider purchasing additional Ecopia data within urbanized areas of Reno / Sparks within the available budget for data purchasing. Alta will provide QA/QC for this data product. RTC staff will provide Alta with an updated RTC Bicycle Facilities layer. Alta will spend up to twelve (12) hours of staff time performing QA/QC on the RTC Bicycle Facilities layer. RTC staff will obtain data for Rapid-Rectangular Flashing Beacons, speed radar signs, established pedestrian zones, transit stops, Primary Emergency Vehicle Routes (PEVR), and Truck Routes and provide them to Alta for analysis. Alta will identify all requested data in the Data Request Memo identified under Task 2.1.

2.3 - Land Use and Traffic Analysis - Alta will complete a Bicycle Level of Traffic Stress (BLTS) analysis for the existing roadway network ranking streets from low stress (BLTS 1, suitable for children) to high stress (BLTS 4, suitable only to “strong and fearless” bicyclists). This network will be based on data provided by the RTC and supplemented through available data from OpenStreetMap.

Alta will develop a Pedestrian Experience Index (PEI) that evaluates the total level of stress for pedestrian within the Reno / Sparks area based on a variety of roadway and intersection level

factors approved by the RTC including sidewalk width, type of traffic control, presence (or lack of) curb ramps, and forecast traffic volumes from the RTC Travel Demand Model. The RTC will provide Alta previous Pedestrian Experience Index methodology for reference. Based on identified factors, Alta will generate a PEI score along each study segment ranging from 1 to 4 and identifying the least to most stressful types of pedestrian environments. Alta will conduct a high-level equity analysis to identify concentrations of historically disadvantaged or vulnerable populations using public health and demographic indicators. This equity analysis will be incorporated into the project prioritization process. Alta will develop a map of the final results of the BLTS and PEI analyses.

2.4 Safety Analysis - Alta will analyze the most recent five years of crash data provided by NDOT and supplemented by additional work completed by the RTC under Vision Zero, as applicable. Alta will provide summary tabulations of crash data to identify overarching trends. Alta will develop five crash profiles highlighting the most common types and contexts of collisions for bicyclists and pedestrians throughout the Truckee Meadows. Additionally, will utilize RTC completed safety analysis data including the High Injury Network to identify potential barriers for bicycles and pedestrians. Alta will produce a summary set of maps highlighting the five crash profiles and top crash locations across the Truckee Meadows.

2.5 Transit Analysis - Alta will utilize available transit data provided by the RTC to summarize existing transit usage in the region and the importance of intermodal connectivity. This effort will identify high-level connections between planned service changes and the benefit of active transportation improvements.

2.6 Existing Conditions Report

Alta will provide a summary presentation of completed efforts under Task 2.1 - 2.5 including maps and summary findings. This presentation will provide a technical overview of the existing conditions analysis, findings, and identification of gaps/barriers. Alta will present key takeaways from the existing conditions analysis to gather feedback from the RTC and stakeholders to help guide the development of recommendations. Alta will incorporate one round of internal client comments into the existing conditions maps presented and include updated versions in the Draft Active Transportation Plan under Task 5.1.

Task 3 - Public Agency Involvement

3.1 - Project Technical Advisory Committee (TAC) Meetings - Alta will collaborate with the RTC to identify project TAC members and facilitate up to four (4) project TAC meetings. Alta will coordinate meeting logistics with TAC members and the RTC. Alta will provide summary notes and all presentation materials for each Project TAC meeting; may be either in-person or virtual.

3.2 - Public Information Meetings / Planning Workshops - Alta will coordinate and facilitate two virtual planning workshops during the project. The first will be intended to gather feedback regarding the existing conditions of walking, biking, and rolling in the Truckee Meadows and to identify potential barriers and gaps. The second meeting will be provided as a touch point to gather input from the community regarding specific recommendations and improvements.

Presentation materials and meeting recordings may be included on the project website (under Task 3.4). Meetings will last a maximum of two hours. Alta will collaborate with RTC staff to develop outreach fliers and materials in support of each meeting. RTC staff will lead development of outreach fliers and social media promotional materials, and lead meeting promotion.

3.3 – Agency/Focus Group Meetings - Alta will provide up to four (4) focus group meetings regarding the project to a collection of community partners and stakeholders. Focus groups will include combinations of staff from the City of Reno, City of Sparks, Washoe County, NDOT, local advocacy groups representing vulnerable road users. Alta intends to use two meetings to focus on typical cross-sections for functional roadway classifications with City, County, NDOT, and RTC staff. Alta will provide presentation slides, meeting attendance for all four meetings, and meeting facilitation. RTC will be responsible for identifying and coordinating meeting attendees.

3.4 - Outreach Plan - Alta will coordinate with the RTC to develop a comprehensive Outreach Plan that is consistent with the RTC Public Participation Plan. The Alta Project Manager will coordinate directly with RTC communication staff prior to developing a draft Outreach Plan for RTC review.

3.5 - Online Engagement

Project Website – RTC will develop, host, and maintain a project webpage which will link to digital project content including the survey & interactive map as well as the virtual public meetings.

Survey & Interactive Map - Alta will develop one community outreach survey to gather input on community needs / priorities and challenges in the existing bicycle and pedestrian networks. Alta will create an interactive community map that allows users to place a dot noting areas of concern, identify user-defined routes, and provide feedback on comments from other users. Results from the survey will be provided in an excel format and summarized within the Existing Conditions memo, draft plan, and final plan. Results from the interactive map will be analyzed to identify barriers and opportunities for active transportation in the Truckee Meadows; results will be provided in a shapefile and displayed on a map within the Existing Conditions memo, draft plan, and final plan.

Task 4 - Develop and Evaluate Alternatives

4.1 - Vision Statement & Goals - Alta will develop a preliminary vision statement and set of goals to guide the project based on stakeholder feedback and guidance. Additionally, Alta will identify performance metrics to track progress towards implementation and achievement of agency goals. Alta will incorporate one round of internally consistent client comments on the vision statement and goals.

4.2 - Active Transportation Improvements

Best Practices

Alta will develop a facility selection strategy for context sensitive on-street bike facilities, off-street share-use facilities, and accessible pedestrian facilities, supportive facilities and infrastructure. This will support the development of regional roadway typologies (cross-sections).

Alta will provide a summary of Traffic Calming best practices from other mid-sized cities in the US for reference. Alta will provide a summary of available best practices related to Curbside Management within the draft and final plan.

Regional Roadway Typologies

Alta will use input gathered during the first public meeting and input from stakeholders (Task 3.3) to develop one preferred typology (typical cross-section) for each of the following roadway types based on TMRPA Tiers and regional roadway classifications (six total cross-sections):

Urban Arterial

Suburban Arterial

Rural Arterial

Urban Collector

Suburban Collector

Rural Collector

Recommended Improvements

The RTC will provide Alta with a list of projects (Shapefile format) from the previous Bicycle & Pedestrian Master Plan and Regional Transportation Plan, indicating which projects have been completed and which are remaining. Alta will review the provided list and identify recommended adjustments to proposed facility types and project extents.

Project Prioritization Framework

Alta will collaborate with the RTC to develop a project prioritization framework which may include potential for ROW impacts, impacts to school zones and vehicle loading zones, equity focus areas, forecasted traffic volumes from the RTC model, and existing levels of traffic stress. Alta will provide a prioritized list of recommended improvements based on the final project prioritization framework.

4.3 - Data Collection Methodology - Alta will review previous data collection efforts and reports regarding data collection methods and augmentation to the program. Alta will develop a matrix for data collection augmentation recommendations through a variety of existing RTC programs and policies. Recommendations will focus on supporting performance measures identified in Task 4.1.

4.4 - Planning-Level Cost Estimates - The Alta team will utilize recent local bid tabulation to develop order of magnitude planning-level cost estimates for updated projects identified in Task 4.2. Costs will be based on per mile or per unit typical costs and will represent a high-level of conceptual design for planning purposes. Alta will create a recommended implementation schedule for identified projects and identify potential funding mechanisms.

Task 5 - Report Preparation

5.1 - Draft Report - Alta will compile completed deliverables from Tasks 1 - 4 into a draft Active Transportation Plan. Alta will provide the Draft Report as a PDF for review by RTC staff and Stakeholders.

5.2 - Revised Report - Alta will incorporate one round of internally consistent comments from the RTC and Stakeholders into the draft Active Transportation Plan. Following the incorporation of comments, Alta will present this revised report to the TAC, CMAC, and the public at an RTC Board meeting.

5.3 - Final Report - Alta will incorporate comments from the TAC, CMAC, and public based on RTC input into the Final Active Transportation Plan document. Alta will support the RTC's presentation of this final document at the RTC Board. Alta will provide the RTC up to five (5) copies of the final report, raw report file, and relevant GIS shapefiles.

Exhibit B

Compensation

Task	Total Task Hours	Total Task Fee
1 - Project Management	62	\$10,720
1.1 Invoicing & Progress Reports	30	\$4,630
1.2 Coordination	14	\$2,772
1.3 Management Plan	18	\$3,319
2 - Existing and Future Conditions Analysis	260	\$44,477
2.1 Existing Studies	32	\$5,426
2.2 Existing Infrastructure and Project Completion	26	\$4,198
2.3 Land Use and Traffic Analysis	94	\$16,342
2.4 Safety Analysis	58	\$10,242
2.5 Transit Analysis	16	\$2,762
2.6 Existing Conditions Report	34	\$5,509
3 - Public Agency Involvement	252	\$40,416
3.1 Project Technical Advisory Committee (TAC) Meetings	58	\$9,731
3.2 Public Information Meetings / Planning Workshops	40	\$6,431
3.3 Agency Meetings	52	\$8,735
3.4 Outreach Plan	10	\$2,008
3.5 Online Engagement	92	\$13,510
Interactive Map	43	\$6,374
Online Survey	49	\$7,136
4 - Develop and Evaluate Alternatives	282	\$46,847
4.1 Vision Statement & Goals	14	\$2,459
4.2 Active Transportation Improvements	210	\$34,019
4.3 Data Collection Methodology	24	\$4,055
4.4 Planning - Level Cost Estimates	34	\$6,314
5 - Report Preparation	148	\$23,922
5.1 Draft Report	92	\$14,572
5.2 Revised Report	40	\$6,648
5.3 Final Report	16	\$2,703
Staff Hours	1004	\$166,382
Labor Total		\$166,382
Reimbursable Expenses & Travel		\$18,678
<i>Hotel</i>		\$228
<i>Travel</i>		\$450
<i>Ecopia Data Purchase</i>		\$18,000
Project Total		\$185,060

GENERAL NOTES:

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

* Hourly rates will be adjusted if work is continued into subsequent year(s).

Exhibit C

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, Washoe County, 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 by RTC before work commences. Upon request, CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's

insurance policies, or certified copies of the policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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 \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC

reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement

CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibit D

Federally Required Clauses

1. **PROMPT PAYMENT PROVISION**

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. **NONDISCRIMINATION**

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations.** CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. **Nondiscrimination.** CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. **Information and Reports.** CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or

purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed,

national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. **INELIGIBLE CONSULTANTS**

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. **NOTICE OF FEDERAL REQUIREMENTS**

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

9. **THIRD-PARTY RIGHTS**

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

10. **RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS**

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

Exhibit E

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Doug Maloy, P.E., Engineering Manager

RECOMMENDED ACTION

Approve Amendment No. 1 to the professional services agreement with Nichols Consulting Engineers for Construction Management Services and Engineering Services During Construction on the Oddie/Wells Boulevard Project, for a new total not-to-exceed amount of \$4,802,931.40.

BACKGROUND AND DISCUSSION

The RTC entered into this agreement with Nichols Consulting Engineers (NCE) to provide Construction Management Services on the Oddie/Wells Boulevard Project. This amendment will allow NCE to add a Construction Administrator to the project team to further facilitate the anticipated construction activity that will occur throughout the remainder of the project. This amendment will provide \$549,780 of additional funds for Construction Management.

In addition, Engineering Services During Construction are required to perform independent review of specific elements of the existing design, provide design modifications as needed, review material submittals, respond to requests for information, attend weekly progress meetings and prepare as-built drawings for the remainder of the project. The complete scope of services is included in Attachment A. To date these services were provided by another service provider under a separate agreement. This amendment to the agreement with NCE will provide \$461,835.40 of funds for all remaining anticipated Engineering Services During Construction through completion of construction.

This amendment will increase the total not-to-exceed amount of the agreement by \$1,011,615.40 for a new total not-to-exceed amount of \$4,802,931.40. The draft amendment is attached.

FISCAL IMPACT

Appropriations are included in the FY 2023 Program of Projects.

PREVIOUS BOARD ACTION

11/17/2022 Approved Amendment No. 3 of the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc.

- 08/20/2021 Approved Amendment No. 2 of the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc.
- 05/21/2021 Approved the Professional Services Agreement (PSA) with Nichols Consulting Engineers, for Construction Management.
- 01/15/2021 Approved the Request for Proposals (RFP) for Construction Management Services.
- 12/18/2020 Approved Amendment No. 1 of the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc.
- 12/20/2019 Approved the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., for Final Design.
- 04/19/2019 Acknowledged receipt of project update.
- 04/20/2018 Approved the selection of Stantec Consulting Services, Inc., and a Professional Services Agreement (PSA) for Preliminary Engineering Design.
- 08/17/2017 Approved the Request for Proposals (RFP) for Preliminary Design.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, CHTD (“CONSULTANT”) entered into an agreement dated May 21, 2021, (the “AGREEMENT”). This Amendment No. 1 is dated and effective as of [_____].

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to provide additional Construction Management Services and provide Engineering Services During Construction on the Oddie Boulevard and Wells Avenue Corridor Project “PROJECT”;

WHEREAS, the additional services generally are required to enhance the existing scope of services included in the AGREEMENT to fully facilitate the anticipated remaining construction activity. Additionally, the Engineering Services During Construction are being added to this AGREEMENT to enable CONSULTANT to provide independent design review, engineering support, and design modifications in support of construction throughout the remainder of the contract duration. The services as amended are included in Exhibit A;

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 3.2 shall be replaced in its entirety with the following:

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

Total Services (Tasks 1 to 5)	\$4,602,931.40
<u>Contingency (Task 6)</u>	<u>\$200,000.00</u>
Total Not-to-Exceed Amount	\$4,802,931.40

- 2. Exhibit B – Cost Proposal for Construction Management Services of the AGREEMENT is replaced in its entirety with the version of Exhibit B attached hereto.
- 3. Exhibit B-1 – Project Team and Billing Rates of the AGREEMENT is replaced in its entirety with the version of Exhibit B-1 attached hereto.
- 4. All other provisions of the Agreement shall remain in full force and effect.

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

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REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By: _____
Margot Yapp, PE, President

EXHIBIT A-1

SCOPE OF SERVICES FOR THE CONSTRUCTION MANAGEMENT SERVICES ODDIE BOULEVARD – WELLS AVENUE CORRIDOR PROJECT

INTRODUCTION

This scope of services is based on the Oddie Boulevard/Wells Avenue Corridor Project E 9th Street to Pyramid Way 100% design review Plans and Specifications prepared by Stantec dated March 25, 2021. The tentative construction start is July 2021 with an anticipated duration of five hundred twenty (520) working days. Three seasonal shutdowns and construction restarts are anticipated with a tentative construction completion in May 2024. During the off-season, it is anticipated that during each of the assumed 16-week seasonal shutdowns that 50 days will either be working days or no work will occur due to weather. For the remainder 30 days of each of the seasonal shutdowns, the Contractor may have limited staff or skeleton crews working or non-“critical path” items of work or performing partial days of work requiring part-time construction management services. This work does not include mobilization, demobilization, clean-up, or punch list items.

Beginning January 2023, a Construction Administrator will be added to lead the construction management team and facilitate all construction oversight duties and activities through the estimated remaining construction period including closeout. This service will be in addition to those included in the original scope of services.

TASKS

1.0 CONTRACT ADMINISTRATION

Contract administration services are anticipated to begin approximately four weeks before the Contractor’s notice to proceed in July 2021. Work effort is expected to be reduced during the seasonal shutdowns and resume as weather permits for the 2022, 2023, and 2024 construction seasons. After the Contractor is substantially complete, it is estimated the construction administration team will need about six weeks to close out the project. CONSULTANT will provide contract administration services as follows:

- Prepare agenda and lead the preconstruction conference
- Utilize the construction submittal software provided by the Contractor to track the project submittals. Construction submittals, requests for information, and plan revisions will be managed within the software including assignments to project team members, statuses, due dates, and revision tracking.
- Lead weekly construction meetings, prepare and distribute agenda and meeting minutes
- Perform construction coordination working directly with the RTC Project Manager in conjunction with representatives from the City of Reno, City of Sparks, and utility companies.

- Review and provide recommendations on contractor's traffic control plans
- Review and approve contractor's submittals 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 and provide recommendations on manhole protection plan
- 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
- Track and distribute requests for information to the Design Engineer
- Prepare letter of substantial completion
- Assist the design engineer in providing record drawings for the completed project

Additional contract administration tasks will include limited public outreach support as follows:

- Verify distribution of public relations notices required to be delivered by the Contractor
- Coordinate with businesses prior to and during construction to explain what is to be expected during construction
- Address general questions and complaints from community members
- Work closely with RTC's communications team in the preparation of schedules and traffic control updates to be routinely distributed to the community by RTC
- For each of the 134 parcels with proposed screen walls, CONSULTANT will interact with the property resident a minimum of approximately 14-day, 7-day, and 1-day prior to construction adjacent to/on their property. In addition, utility conflicts with screen walls may require extensive coordination with AT&T and other utilities.

Public outreach assumptions:

- The project public information and outreach program will be prepared and delivered by RTC
- All property rights of entry required for construction of the screen walls and associated side yard fencing extension are in place
- RTC will provide CONSULTANT all signed "right of entry"/PTE/PTC documents prior to construction within each of the four "phases"
- RTC will provide CONSULTANT any legal or verbal agreements RTC has made with property owners (preservation or demo of existing structures, fences, trees, etc.)
- RTC will provide a contacts list with owners and/or tenants contact information (addresses, phone, email)

2.0 CONSTRUCTION SURVEYING

CONSULTANT will provide construction staking as follows:

- One set of offset stakes for storm drains including proposed manholes, connection points, pipe ends, drop inlets, catch basins, and headwall corners. Stakes will be set for the features mentioned and points on line not to exceed 100' station increments along piping alignments.
- One set of offset stakes for street lighting electrical and fiber optic infrastructure including conduit alignments, pull boxes, and street light base centers. Stakes will be set at angle points and points on line not to exceed 100' lengths along conduit alignments.
- One set of stakes for the curb and gutter and related improvements consisting of offset and, when required, line stakes for the proposed valley gutter, curb and gutter, median curbs, sidewalk, driveway approaches, and pedestrian ramp improvements. Stakes will be set at angle points, grade breaks, radius points, pedestrian ramp ¼ points around curb returns, centerline pedestrian ramps, begin and end of driveways, begin and end of curves, and points on-line not to exceed 50' station increments.
- One set of offset stakes for retaining walls and privacy walls. Stakes will be set at the begin and end of wall alignments, height step down locations, points on line not to exceed 100' station increments and 50' on curved segments along wall alignments.
- One set of stakes for the roadway improvements consisting of offset and, when required, line stakes for the proposed vertical and horizontal roadway centerline alignments, edge of pavement, guardrail, and NDOT barrier rail. Construction stakes will be set at angle points, grade breaks, radius points, begin and end of horizontal and vertical curves, high and low points of vertical curves, and points on line not to exceed 100' station increments on tangent runs and 50' increments along curves.
- Location of proposed traffic signal improvements for approximately thirteen (13) intersections. Stakes to be provided for signal pole, pedestal, cabinet & controllers locations and ancillary equipment as requested.
- Painted marks for the proposed striping consisting of paint marks at the beginning of striping, 50' intervals on tangent runs, angle points, end of striping, begin of curves, 25' intervals along curves, end of curves, and radius points.
- Location of proposed signage consisting of a stake set at the actual location of the proposed sign based upon station and offset. Stakes will delineate the type of sign proposed for each location and will correspond to the sign schedule referenced on the plan set.
- Location of the proposed landscape improvements consisting of offset and when required, line stakes for landscape berms, irrigation piping, conduits and sleeves, meters, tree locations, decorative structures, and ancillary equipment as required.
- Location of existing utilities to be raised upon completion of paving, including water and gas valve risers, utility vaults, and sewer and storm drain manholes will be staked to facilitate raising to finish grade.
- Eighteen (18) roadway survey monuments will be referenced in four directions and reset upon completion of paving improvements. Corner Records to be filed with Washoe County.

3.0 INSPECTION

CONSULTANT will provide one (1) full time inspector during all construction activities. 10-hour work days and a 520 working day contract period are anticipated. A second inspector may be

provided for 10-hour work days for up to 130 working days. In addition, 4-hour work days for 90 non-working days during the seasonal shutdowns 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
- Track quantities of work performed
- 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
- Assist in preparation of the Punch List
- Maintain a field redline set of drawings to incorporate contractor record drawing mark-ups

CONSULTANT will provide additional inspectors as necessary during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests.

4.0 MATERIALS TESTING

CONSULTANT will provide the following:

- Material Testing for compliance with the Specifications and testing requirements per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements and NDOT Standard Specifications for Road and Bridge Construction (Silver Book)
- AC Plant Inspection and Testing
- Asphalt Cement Testing
- On-site Nuclear Gauge Testing & Sampling
- Plantmix Bituminous Pavement Testing
- Plantmix Bituminous Pavement Coring and Lab Testing
- Top Lift Longitudinal Joint Testing and Coring

5.0 ENGINEERING SERVICES DURING CONSTRUCTION

The scope of engineering services during construction is based on the Oddie Boulevard/Wells Avenue Corridor Project E 9th Street to Pyramid Way Issued for Construction Plans and Specifications prepared by Stantec dated June 09, 2021, including revisions through November 01, 2022. As of November 23, 2022, Granite Construction is on working day two hundred twenty (220). Two hundred and ninety-two (292) working days remain. Two seasonal shutdowns and construction restarts are anticipated with a tentative construction completion in July 2024.

5.1 WINTER SHUTDOWN ENGINEERING DESIGN CONTRACT ADMINISTRATION SERVICES

CONSULTANT will provide engineering design contract administration services during the Contractor's winter shutdown from approximately December 1, 2022 to March 1, 2023 as follows:

- Obtain and organize the project CAD files. Verify drawing setup and revise setup, if needed, to reflect change to the file structure.
- Compile a conformed plan set of the Issued for Construction drawings with the revised plan sheets issued to date.
- Perform an independent review of the Issued for Construction plans and CAD files prepared by Stantec dated June 09, 2021, of the remaining work (Phases 2, 3, and 4). The review will be focused on:
 - Drawing accuracy and completeness
 - Utility conflicts
 - Incorrect/missing elevations, labels, quantities, call-outs
 - Constructability
 - ADA compliance

Independent review of landscape and irrigation plans and details, traffic signal plans, camera plans, structural plans, street lighting and photometric plans is not included. Results of the independent review will be shared with RTC prior to making plan revisions. Significant edits or changes are not anticipated to the phasing plans, demolition plans, horizontal control, and signage and striping plans.

- Update Phase 2, 3, and 4 plan and profile sheets as follows:
 - Include existing topo and proposed elevations
 - Add dimensions and call-outs for hinge points, transitions, begin/end of improvements
 - Standardize dimensions when referenced (lip to lip, TBC)
 - Show references to intersection elevation details sheets on plans
 - Eliminate the point table
 - Add benchmark call outs
 - Assign names to currently un-named manholes and pipes (coordinate with City of Reno and Contractor to use established naming convention)
 - Show signal pole, pedestrian push buttons, and NV Energy streetlight locations on civil plan and profile sheets. Reference detail sheets, as needed.
 - Add roadway section callouts and roadway cross-slope call-outs
 - Incorporate revisions resulting from the independent review
- Update Phase 2, 3, and 4 intersection plan and profile sheets to clarify and correct gradient call-outs that are incorrect and incorporate revisions resulting from the independent review
- Perform minor plan clarifications including:
 - Section of Improvement Sheets – add % cement where missing in sections
 - Detail Sheets – add dimensions to driveway and island details, create sidewalk underdrain detail for AC multi-use path
 - Structural Sheets – review/revise detail for 8” retaining curb

- Develop detail for light base for private parking lot lighting called out to be relocated
- Fence plans and fence/wall profiles – add station equation
- Street lighting sheets – update to reflect revised NV Energy design
- Evaluate the existing and proposed drainage system east of Mall Drive through Sullivan Lane. CONSULTANT will develop up to two (2) storm drain alternatives for review and approval by RTC, the City of Sparks, and the City of Reno, that may include tying into the existing storm drain systems, multiple pipes, box culverts, syphons, drop manholes, or other conveyances that would eliminate the need to offset the existing Sullivan 20-inch TMWA watermain. Assuming Stantec’s model does not include the existing storm drain system, CONSULTANT will obtain the City of Sparks storm drain masterplan data and update the model to reflect the existing storm drain system. Upon approval of the preferred storm drain alternative, CONSULTANT will revise the associated plan sheets.
- Incorporate design changes at the Sutro Street intersection due to the RTC Sutro project (i.e., signal pole on SE corner will need to be shifted to accommodate improvements). Evaluate the existing storm drain system in the Sutro Street intersection. Review pothole information and perform reconnaissance of City of Reno storm drain systems.
- Incorporate the recently obtained pothole information for Phases 2, 3, and 4 into the plan set and identify resulting design conflicts with proposed sub-surface structures, including retaining walls, privacy screen footing, lighting, and storm drains. Redesign conflicts resulting from pothole information.

5.2 ENGINEERING DESIGN CONTRACT ADMINISTRATION SERVICES

CONSULTANT will provide engineering design related contract administration services for the duration of the Project, estimated to conclude in July 2024, as follows:

- Review and stamp Contractor material submittals for conformance to the contract documents
- Respond to Contractor requests for information
- Attend weekly on-site progress meetings
- Review and consolidate the Contractor’s construction drawings that include design changes for use in preparation of record as-built drawings. Provide as-built drawings for the project.

6.0 CONSTRUCTION SUPPORT SERVICES CONTINGENCY

This is a contingency for miscellaneous increases within the scope of this contract in the performance of construction support services for the Project. If the CONSULTANT or RTC’s Project Manager 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 B
Cost Proposal for Construction Management Services
Oddie Boulevard - Wells Avenue Corridor Project
E 9th Street to Pyramid Way

Task No.	Description	Principal/ Project Manager	Construction Administrator	Construction Manager	Staff Engineer/ Lead Inspector	Lead Inspector OT	Lead Inspector (Weekend)	Project Inspector	Field Project Manager	Schedule Analyst	Testing Technician	Testing Technician OT	Document Control	Clerical	Construction Surveying	Materials Testing	Expenses	Sub-Consultant Markup	Totals
	Hourly Rate	\$260.00	\$180.00	\$145.00	\$140.00	\$182.00	\$182.00	\$130.00	\$185.00	\$135.00	\$105.00	\$135.00	\$110.00	\$90.00					
1	Contract Administration	218	2864	3760	520	0	0	0	0	138	0	0	2720	144					
1.1	Project Management	216												40					\$150.00
1.2	Pre-Construction Administration	2		120						32			120	4					\$500.00
1.3	Construction Administration		2,336	3120	520					106			2080	100					\$67,840.00
1.4	Winter Shutdown Administration		448	360									360						\$6,500.00
1.5	Post-Construction Administration		80	160									160						\$240.00
	Subtotal Fees	\$56,680.00	\$515,520.00	\$545,200.00	\$72,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,630.00	\$0.00	\$0.00	\$299,200.00	\$12,960.00	\$0.00	\$0.00	\$75,230.00	\$27,111.50	\$1,623,331.50
2	Construction Surveying	0	0	0	0	0	0	0	0	0	0	0	0	0					
2.1	Storm Drain														\$24,000.00				\$24,000.00
2.2	Electrical & Fiber Optic														\$24,000.00				\$24,000.00
2.3	Curb & Gutter														\$180,000.00				\$180,000.00
2.4	Retaining & Privacy Wall Staking														\$47,000.00				\$47,000.00
2.5	Roadway Staking														\$38,000.00				\$38,000.00
2.6	Traffic Signal Improvements Staking														\$24,000.00				\$24,000.00
2.7	Signage & Striping														\$15,000.00				\$15,000.00
2.8	Landscape Improvements														\$19,000.00				\$19,000.00
2.9	Reset Survey Monuments														\$18,000.00				\$18,000.00
2.1	Utility Raising Survey														\$20,000.00				\$20,000.00
	Subtotal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$409,000.00	\$0.00	\$0.00	\$20,450.00	\$429,450.00
3	Inspection	0	0	0	4416	984	280	1300	416	0	360	0	0	0					
3.1	Pre-Construction				40														\$5,600.00
3.2	Construction/CME & NCE				3,936	984	280	1,300	416										\$75,000.00
3.3	Winter Shutdown/CME				360						360								\$9,200.00
3.4	Post-Construction/CME				80														\$11,200.00
	Subtotal Fees	\$0.00	\$0.00	\$0.00	\$618,240.00	\$179,088.00	\$50,960.00	\$169,000.00	\$76,960.00	\$0.00	\$37,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,200.00	\$51,712.40	\$1,267,960.40
4	Field Testing & Materials Testing	0	0	0	0	0	0	0	416	0	3584	316	0	0					
4.1	Project Management, Meetings, On-site								416										\$76,960.00
4.2	Field Testing										3,584	316							\$482,980.00
4.3	Materials Testing														\$221,350.00				\$221,350.00
	Subtotal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,960.00	\$0.00	\$376,320.00	\$42,660.00	\$0.00	\$0.00	\$0.00	\$221,350.00	\$64,000.00	\$39,064.50	\$820,354.50
	Total Hours	218	2864	3760	4936	984	280	1300	832	138	3944	316	2720	144					22436
	SubTotal Fee	\$56,680.00	\$515,520.00	\$545,200.00	\$691,040.00	\$179,088.00	\$50,960.00	\$169,000.00	\$153,920.00	\$18,630.00	\$414,120.00	\$42,660.00	\$299,200.00	\$12,960.00	\$409,000.00	\$221,350.00	\$223,430.00	\$138,338.40	\$4,141,096.40
Task No.	Description	Principal/ Project Manager	Associate	Senior II	Project II	Senior Designer	Staff II	Staff I	CAD Designer	Clerical						Sub-Consultant	Expenses	Sub-Consultant Markup	Totals
	Hourly Rate	\$285.00	\$225.00	\$195.00	\$190.00	\$170.00	\$170.00	\$155.00	\$150.00	\$105.00									
5	Engineering Services During Construction																		
5.1	Winter Shutdown EDC Services	38	134	8	40	251	590	0	154	0									
	Review CAD files, revise setup, conformed plan set					12			50										\$9,540.00
	Independent review	20	40		40	135													\$45,750.00
	P&P updates (24 sheets)	8				32	250												\$50,720.00
	Intersection and Special Intersection P&P updates (15 sheets)	2				24	120												\$25,200.00
	Minor plan clarifications	1		8			8		24										\$6,805.00
	Sullivan drainage evaluation	2	50			8	60		20										\$29,315.00
	Sutro Street intersection	1	20				32												\$10,225.00
	Incorporate & evaluate pothole information, redesign conflicts	4	24			40	120		60										\$42,740.00
	Subtotal Fees	\$10,830.00	\$30,150.00	\$1,560.00	\$7,600.00	\$42,670.00	\$100,300.00	\$0.00	\$23,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,085.00	\$0.00	\$220,295.00
5.2	Engineering Design Contract Administration Services	84	48	0	40	80	320	120	130	20									
	Submittal Review	8	8		40	80	40	120	130	20									\$100.00
	RFIs	24	40		40	40	160		70	12									\$200.00
	Weekly meetings (60 weeks @ 2 hr/ea)	40					120												\$600.00
	Record Drawings	12				40		120	60							\$9,800.00	\$500.00		\$48,120.00
	Signal Design															\$24,000.00			\$24,000.00
	Electrical Engineer															\$14,000.00			\$14,000.00
	Landscape & Irrigation Design															\$24,000.00			\$24,000.00
	Structural Engineer															\$14,000.00			\$14,000.00
	Subtotal Fees	\$23,940.00	\$10,800.00	\$0.00	\$7,600.00	\$13,600.00	\$54,400.00	\$18,600.00	\$19,500.00	\$2,100.00						\$85,800.00	\$1,400.00	\$3,800.00	\$241,540.00
	Total Hours	122	182	8	80	331	910	120	284	20	0	0	0	0	0	0	0	0	2057
	SubTotal Fee	\$34,770.00	\$40,950.00	\$1,560.00	\$15,200.00	\$56,270.00	\$154,700.00	\$18,600.00	\$42,600.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,800.00	\$5,485.00	\$3,800.00	\$461,835.00
6	Construction Support Services Contingency (Optional)																		
	Subtotal Fees																		\$200,000.00
	Grand Total																		\$4,802,931.40

PCSG
CME
BBV
CME and NCE

Exhibit B-1

**ODDIE BOULEVARD – WELLS AVENUE CORRIDOR
PROJECT CONSTRUCTION SERVICES – 520 WORKING
DAYS**

PROJECT TEAM AND BILLING RATES

Name	Firm	Title	Hourly Rate	Overtime Rate
Angie Hueftle, PE	NCE	Project Principal	\$260	N/A
John Welsh, PE	NCE	Project Manager	\$260	N/A
Mark Del Soldato	CME	Construction Administrator	\$180	N/A
Anna Henke, PG	NCE	Construction Manager	\$145	N/A
Project Administrator	NCE	Document Control	\$110	\$165
John Collins	PCSG	Schedule Analyst	\$135	N/A
Verdi Legg/Marty Crew	CME	Field Project Manager	\$185	N/A
Art Legg	CME	Lead Project Inspector	\$140	\$182
Dick Minto	NCE	Project Inspector	\$130	N/A
Testing Technician	CME	Testing Technician	\$105	\$135
Grant Alexander, PLS	BBV	Lead Field Surveyor	\$95	N/A
Erik Lee, PE	BBV	Survey Project Manager	\$105	N/A
Survey Crew (2-man GPS)	BBV	Survey Crew (2-man GPS)	\$210	N/A
Mary Horvath, PE	NCE	Associate	\$225	N/A
Kirk Howell	NCE	Senior Designer	\$170	N/A
Lincoln Zimmerman	NCE	Staff II	\$170	N/A
Nicholas Schaffer	NCE	CAD Designer	\$150	N/A



**WASHOE COUNTY RTC
ODDIE BOULEVARD - WELLS AVENUE CORRIDOR PROJECT
520 WORKING DAYS**

**CONSTRUCTION ADMINISTRATION, INSPECTION AND MATERIALS TESTING SERVICES
JULY 26, 2021 TO APRIL 26, 2024**

4/30/2021

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PRECONSTRUCTION ADMINISTRATION					
LEAD INSPECTOR REG.	5	8	\$ 140.00	\$ 5,600.00	
LEAD INSPECTOR O.T.			\$ 182.00	\$ -	
SUBTOTAL				\$ 5,600.00	

POSTCONSTRUCTION ADMINISTRATION					
LEAD INSPECTOR REG.	10	8	\$ 140.00	\$ 11,200.00	
LEAD INSPECTOR O.T.			\$ 182.00	\$ -	
SUBTOTAL				\$ 11,200.00	

WINTER "SHUTDOWNS" / NON-WORKING DAYS					
LEAD INSPECTOR REG.	90	4	\$ 140.00	\$ 50,400.00	
LEAD INSPECTOR O.T.			\$ 182.00	\$ -	
VEHICLE		360	\$ 10.00	\$ 3,600.00	
TECHNICIAN REG.	90	4	\$ 105.00	\$ 37,800.00	
TECHNICIAN OT			\$ 135.00	\$ -	
VEHICLE		360	\$ 10.00	\$ 3,600.00	
NUCLEAR DENSOMETER		200	\$ 10.00	\$ 2,000.00	
SUBTOTAL				\$ 97,400.00	

CONSTRUCTION INSPECTION					
PROJECT MGMT - REVIEW, MEETINGS & ONSITE	104	4	\$ 185.00	\$ 76,960.00	104 WEEKS / 520 DAYS
LEAD INSPECTOR REG.	492	8	\$ 140.00	\$ 551,040.00	104 WEEKS
LEAD INSPECTOR O.T.	492	2	\$ 182.00	\$ 179,088.00	
LEAD INSPECTOR O.T. (SAT)	20	10	\$ 182.00	\$ 36,400.00	20 SATURDAYS
LEAD INSPECTOR O.T.	8	10	\$ 182.00	\$ 14,560.00	4 MARATHON WEEKENDS
VEHICLE		5200	\$ 10.00	\$ 52,000.00	
NUCLEAR DENSOMETER		1000	\$ 10.00	\$ 10,000.00	
SUBTOTAL				\$ 920,048.00	

FIELD MATERIAL TESTING					
PROJECT MGMT - REVIEW / ISSUE RESOLUTION	104	4	\$ 185.00	\$ 76,960.00	104 WEEKS / 520 DAYS
TECHNICIAN REG.	478	7.5	\$ 105.00	\$ 376,425.00	
TECHNICIAN OT	42	2.5	\$ 135.00	\$ 14,175.00	
TECHNICIAN OT (SAT)	20	7.5	\$ 135.00	\$ 20,250.00	20 SATURDAYS
TECHNICIAN OT	8	7.5	\$ 135.00	\$ 8,100.00	4 MARATHON WEEKENDS
VEHICLE		3900	\$ 10.00	\$ 39,000.00	
NUCLEAR DENSOMETER		2500	\$ 10.00	\$ 25,000.00	
SUBTOTAL				\$ 559,910.00	

LABORATORY MATERIALS TESTING					
SUBGRADE CURVE, SA, PI	20		\$ 495.00	\$ 9,900.00	
AGGREGATE BASE CURVE, SA, PI	6		\$ 495.00	\$ 2,970.00	26700 TONS
HMA PLANT SA, LAR, PI, FRACTURED FACES	32		\$ 515.00	\$ 16,480.00	47426 TONS
HMA FULL SERIES - 47426 TONS	96		\$ 820.00	\$ 78,720.00	32 DAYS - 3 LOTS/DAY
ASPHALT CEMENT FULL SERIES	32			N/C	TESTED BY NDOT
JOINT STUDY CORES	36		\$ 80.00	\$ 2,880.00	36900 LF
SLURRY SEAL SAND, SA	1		\$ 600.00	\$ 600.00	
CONCRETE CYLINDERS	610		\$ 180.00	\$ 109,800.00	SETS OF 6
SUB TOTAL				\$ 221,350.00	

TOTAL ESTIMATED FEE \$ 1,815,508.00

**WASHOE COUNTY RTC
 ODDIE BOULEVARD - WELLS AVENUE CORRIDOR PROJECT
 120 NON WORKING DAYS
 CONSTRUCTION ADMINISTRATOR**

12/20/2022

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
CONSTRUCTION ADMINISTRATOR 1/3/2023 TO 2/28/23					
CONSTRUCTION ADMINISTRATOR	41	8	\$ 180.00	\$ 59,040.00	
VEHICLE		82	\$ 10.00	\$ 820.00	4 SITE VISITS, 1 MTG PER WEEK
SUBTOTAL				\$ 59,860.00	

CONSTRUCTION ADMINISTRATOR 12/1/2023 TO 2/28/24					
CONSTRUCTION ADMINISTRATOR	30	4	\$ 180.00	\$ 21,600.00	
VEHICLE		118	\$ 10.00	\$ 1,180.00	4 SITE VISITS, 1 MTG PER WEEK
SUBTOTAL				\$ 22,780.00	

CONSTRUCTION ADMINISTRATOR 7/15/24 TO 8/9/24					
CONSTRUCTION ADMINISTRATOR	20	4	\$ 180.00	\$ 14,400.00	CLOSE OUT
VEHICLE		24	\$ 10.00	\$ 240.00	2 SITE VISITS, 1 MTG PER WEEK
SUBTOTAL				\$ 14,640.00	

TOTAL ESTIMATED FEE \$ 97,280.00





April 15, 2021

Project: RTC – Oddie Boulevard/ Wells Avenue Corridor Project
Proposal No. 2021_22

Battle Born Ventures Construction Staking Scope (Tasks 1-2):

(Task 1) Construction Staking- BBV will provide construction stakes for the improvements proposed for the Washoe County Regional Transportation Commission’s Oddie Boulevard/ Wells Avenue Corridor Project, Reno & Sparks, Nevada. Construction stakes will be provided for storm drain, street lighting and fiber optic infrastructure, curb and gutter, sidewalk, retaining and privacy walls, traffic signal, and roadway improvements as described below:

1.1 Storm Drain Staking- Construction stakes for the storm drain infrastructure will consist of offset and line stakes set for the proposed manholes, connection points, pipe ends, drop inlets, catch basins, box culvert, headwall corners, and points along piping alignments not to exceed 50’ station increments. Stakes will be graded to the nearest one hundredth of a foot of the proposed rim, invert, and top back of curb/headwall elevations.

Estimated Cost- \$24,000.00

1.2 Electrical & Fiber Optic Staking- Construction stakes for the street lighting electrical and fiber optic infrastructure will consist of offset and line stakes set for the proposed pull boxes, street light base centers, and conduit alignments at 100’ increments and angle points.

Estimated Cost- \$24,000.00

1.3 Curb & Gutter Staking- Construction stakes for the curb & gutter and related improvements will consist of offset and when required line stakes for the proposed valley gutter, curb and gutter, median curbs, sidewalk, driveway approaches, and pedestrian ramp improvements. Construction stakes will be set at angle points, grade breaks, radius points, pedestrian ramp ¼ points around curb returns, centerline pedestrian ramps, begin and end of driveways, begin and end of curves, and points on line not to exceed 50’ station increments. Stakes will be graded to the nearest one hundredth of a foot of the proposed finished grade and/or top of curb elevations as prescribed within the improvement plans.

Estimated Cost- \$180,000.00

1.4 Retaining & Privacy Wall Staking- Construction stakes for the retaining & privacy wall improvements will consist of offset and line stakes set for the begin and end of wall alignments, height step down/up locations, and points on line not to exceed 100’ station increments and 50’ on curved segments along wall alignments. Stakes will be graded to the nearest one hundredth of a foot of the proposed top of wall elevations.

Estimated Cost- \$47,000.00

RTC – Oddie Boulevard/ Wells Avenue Corridor Project

April 15, 2021

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1.5 Roadway Staking- Construction stakes for the roadway improvements will consist of offset and when required line stakes for the proposed vertical and horizontal roadway centerline alignments, edge of pavement, guardrail and/or NDOT barrier rail. Construction stakes will be set at angle points, grade breaks, radius points, begin and end of horizontal and vertical curves, high and low points of vertical curves, and points on line not to exceed 100' station increments on tangent runs and 50' increments along curves. Stakes will be graded to the nearest one hundredth of a foot of the proposed edge of paving and roadway centerline finished grades and will depict the roadway stationing, offset distances, and paving cross slope to the street centerline.

Estimated Cost- \$38,000.00

1.6 Traffic Signal Improvements Staking- Construction stakes for the proposed traffic signal improvements (approx. 13 signal locations) will consist of offset and line stakes set for proposed signal poles, pedestrian pedestals, cabinet and controller locations, and ancillary equipment as required.

Estimated Cost- \$24,000.00

1.7 Signage & Striping Layout- Upon completion of paving, BBV will provide painted marks for the proposed striping. Striping paint marks will be set at beginning of striping, 50' intervals on tangent runs, angle points, end of striping, begin of curves, 25' intervals along curves, end of curves, and radius points. In addition, BBV will layout the locations of proposed signage. Signage staking will consist of a stake set at the actual location of the proposed sign based upon station and offset. Stakes will delineate the sign type proposed for each location and will correspond to the sign schedule referenced on the plan set.

Estimated Cost- \$15,000.00

1.8 Landscape Improvements Staking- Construction stakes for the proposed landscape improvements will consist of offset and when required, line stakes set for landscape berms, irrigation piping, conduits and sleeves, valves, meters, tree locations, decorative structures, and ancillary equipment as required.

Estimated Cost- \$19,000.00

1.9 Reset Survey Monuments- BBV surveyors will survey the location of street centerline survey monuments associated with the alignments of streets slated for improvement and/or rehabilitation in anticipation that the monuments will be destroyed during construction. Upon completion of paving improvements, BBV will provide surveying services to reset the destroyed centerline monuments. The survey will consist of setting four intersecting reference points for each monument to be reset. Upon completion of installation of the monuments by the contractor, BBV will use the reference points to verify the location of the centerline intersections and punch the point on the monument. In addition, BBV will prepare corner record forms for each monument replaced and will record them with the Washoe County Recorder's Office. This task will be performed as needed on a per monument cost (\$1000 / EACH). Estimated number of Survey Monuments is 18.

Estimated Cost- \$18,000.00

Construction Staking (Task 1) Total Estimated Cost- \$389,000.00

RTC – Oddie Boulevard/ Wells Avenue Corridor Project

April 15, 2021

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(Task 2) Utility Raising Survey (OPTIONAL)- Prior to construction activities, BBV surveyors will gather survey data associated with locations of surface evidence of existing utilities (valve cans, manhole covers, utility vaults, etc.) within the limits of the proposed street improvements for the Oddie Boulevard/ Wells Avenue Corridor Project. Upon completion of paving, BBV will stake out the locations of water & gas valve risers, utility vaults, sanitary sewer and storm drain manholes to facilitate their raising to finished grade and collar construction.

**Estimated Cost- \$20,000.00
(Optional)**

Acknowledgements & Assumptions- BBV has made the following assumptions to develop this proposal:

- BBV prepared this scope and cost based upon the 100% Design Review Plans and Specifications, dated March 25, 2021 and March 2021 respectively, prepared by Stantec and provided by Nichols Consulting Engineer's Senior Geologist, Anna Henke, P.G., provided via email on April 7, 2021.
- At this time, this proposal does not include surveying services for GPS utility location for raising utility features to finished grade (Task 2). At NCE's request, this task can be included/activated.
- BBV assumes contractor will note deviations from plan dimensions and elevations based on measurements from control stakes set on the ground. Any post construction surveys requested will be billed separately on a time and material basis.

Other Services- When provided through BBV, permits, fees, printing, and/or plan reproduction will be paid by client and invoiced separately at cost plus 15 percent in addition to the costs indicated within this proposal. Costs for any revisions to this scope or any task(s) not outlined in this proposal, will be billed on a time and materials basis at the current hourly rates listed on the following page.

RTC – Oddie Boulevard/ Wells Avenue Corridor Project

April 15, 2021

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BATTLE BORN VENTURES, LLC

2021 FEE SCHEDULE

Clerical	\$ 65.00
CAD Technician	\$ 80.00
Project Engineer	\$ 100.00
Project Manager	\$ 105.00
Survey Technician	\$ 85.00
Land Surveyor	\$ 95.00
Survey Crew (1-man GPS)	\$ 125.00
Survey Crew (2-man)	\$ 185.00
Survey Crew (2-man GPS)	\$ 210.00
Sub-consultants/Expenses	Cost + 15%



April 16, 2021

Anna Henke, P.G.
NCE
1885 S. Arlington Ave., Suite 111
Reno, NV 89509

Dear Anna,

Please see the following proposal for consulting services related to the RTC Oddie-Wells CM Project and other services as directed:

Pre-Construction Services Group, LLC (PCSG) will provide review and professional opinion comments of construction schedule, review of change orders and cost comparisons as requested, assessing merits of value engineering proposals, schedule acceleration, constructability challenges, monitoring and providing feedback on critical path, and other services as directed.

Assessment Activity	Budgeted Hours	Rate	Total
Task 2.1.A – Construction Schedule Review	56 (8 hours for initial schedule review and 2 hours per month of schedule review as needed)	\$135	\$7,560
Task 2.1.A – Recommendations to RTC for any necessary construction changes	24 (budgeted hours for assumed construction changes)	\$135	\$3,240
Task 2.1.A – Change Order Review and cost verification	30 (budgetary hours for assumed 5 change orders with an average review of 6 hours)	\$135	\$4,050
Meeting Attendance / Allowance	28 (4 hours for pre-con mtg and 1 hour per month for 24 months)	\$135	\$3,780
Travel			None Anticipated
TOTAL	138		\$18,630

Notes: * and ** - Only one option to be selected; (a) – as needed; (o) - Optional

Should additional services or travel be requested, those services can be provided at the billable rate in addition to the base hours. Any expenses incurred to be billed at cost plus 10%.

The above hours are for budgetary purposes and can be reduced or increased at the discretion of NCE or the Owner.

Please contact me with any questions or comments. I can be reached at 775-309-3116.

Sincerely,

John Collins
Pre-Construction Services Group



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Scott Gibson, Project Manager

RECOMMENDED ACTION

Authorize a request for proposals (RFP) for the selection of Preliminary Design, Environmental Analysis, Final Design and Construction Management Services for the Meadowood Mall Transit Station Relocation project.

BACKGROUND AND DISCUSSION

The RTC's Meadowood Mall Transit Facility, currently sits on the Meadowood Mall property. The facility is located on the south parking lot of the Mall. This project is to relocate and upgrade that facility to better serve the traveling public, drivers, and the Mall, and the local community. The relocation will move the facility to the east within the Mall property. Improvements will include eight (8) bus bays with shelters, restrooms for drivers, plug-in charging capability, real-time schedule information, seating for waiting passengers, and LED security lighting.

FISCAL IMPACT

Appropriations for design and construction management of the station are included in the FY 2023 Budget for capital infrastructure.

PREVIOUS BOARD ACTION

There has been no previous Board action on this matter.

ATTACHMENT A SCOPE OF WORK

INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in partnership with the Federal Transit Administration (FTA) plan to relocate the Meadowood Mall Transit Facility to another location on the Meadowood Mall site. A proposed location is shown in Figure 1. The relocation will be similar in layout to the existing facility. The proposed program for the with eight (8) bus bays, each with electrical plug-in charging infrastructure. The proposed facility will include:

- Eight (8) Bus Bays with plug in charging.
- Restroom facilities for drivers only.
- Overhead awnings/shelter.
- Arrival Messaging Equipment.
- Lighting

Consultant needs to evaluate: Feasibility of proposed site; Passenger accessibility/connectivity to Mall vs. Transfers vs. Elsewhere (e.g. TMCC)

This Request for Proposal (RFP) seeks to select one (1) firm to provide complete services necessary to deliver the design of the proposed expansion project. The proposed project will require compliance with the National Environmental Policy Act (NEPA) and that it is anticipated to receive Categorical Exclusion (CE) determination. The proposed project will require a City of Reno building permit and to be delivered through typical design-bid-build project delivery.

BACKGROUND

The RTC's Meadowood Mall Transit Facility, currently sits on the Meadowood Mall property. The facility is located on the south parking lot of the Mall. This project will relocate and upgrade the facility to better serve the traveling public, drivers, Mall operations, and the local community. The relocation will move the facility to the east within the Mall property. Improvements will include eight (8) bus bays with shelters, restrooms for drivers, plug-in charging capability, real-time schedule information, seating for waiting passengers, and LED security lighting.

REQUESTED SERVICES TO BE PROVIDED

1. PROJECT MANAGEMENT

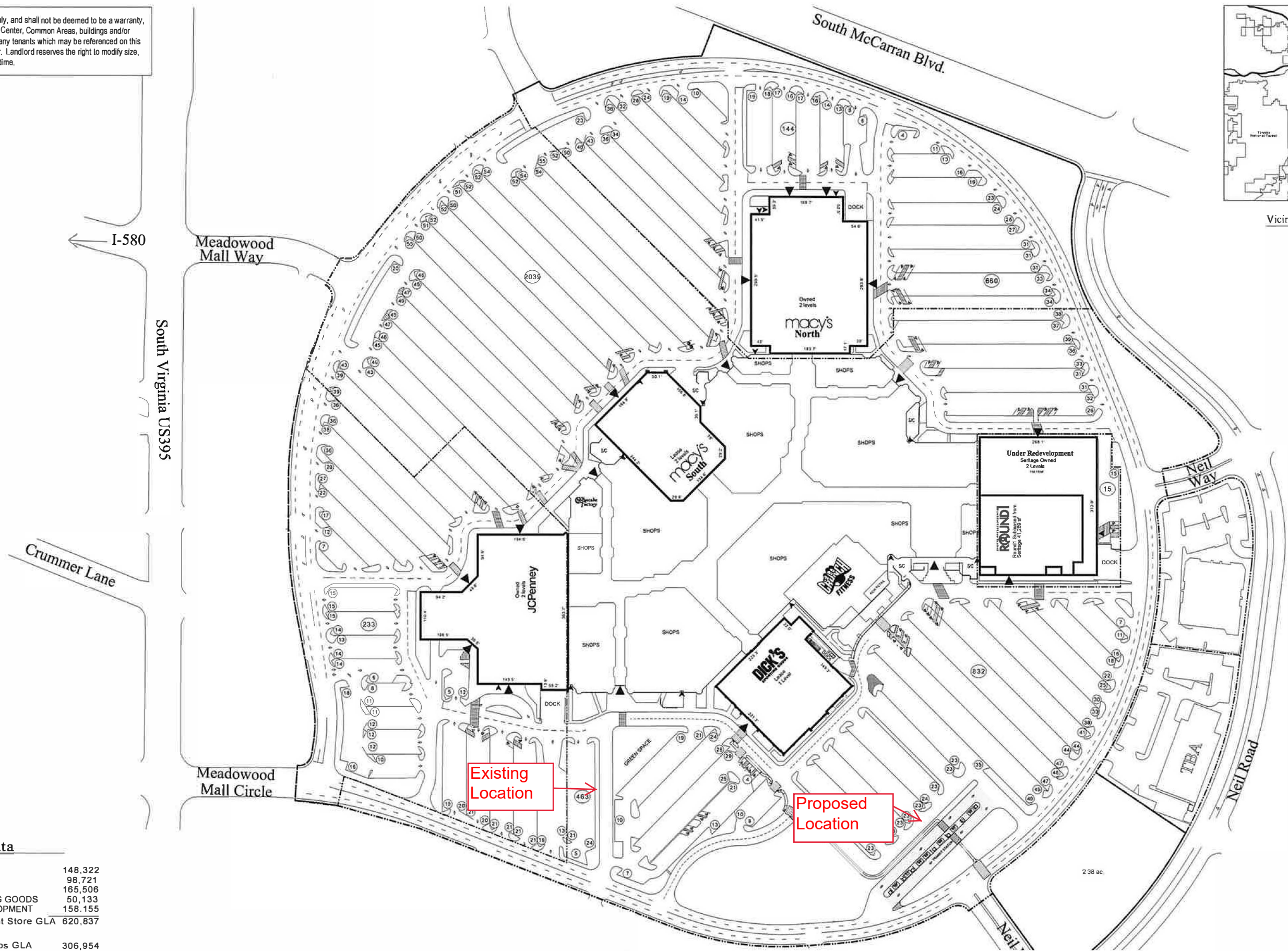
The CONSULTANT shall provide effective project management that will deliver the Project within established schedules and budgets; develop a project management plan that will effectively communicate, plan and execute the work required to successfully complete the project; and provide a cost and risk assessment and value engineering throughout the design development process. In addition, the COUNSULTANT shall integrate the RTC's project manager into the project management plan, and coordinate all Project development activities with the RTC's Project Manager, property owners, permitting agencies, utility providers, and other stakeholders within the project area as directed. The initial Project Management tasks, activities, and deliverables are expected to include, but may not be limited to the following:

- Kickoff, progress, and miscellaneous stakeholder meetings
- Develop and manage a critical path schedule for the approved scope of services

This exhibit is provided for illustrative purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Center, Common Areas, buildings and/or stores will be as illustrated on this exhibit, or that any tenants which may be referenced on this exhibit will at any time be occupants of the Center. Landlord reserves the right to modify size, configuration and occupants of the Center at any time.



Vicinity Map



Project Data

JCPENNEY	148,322
MACY'S SOUTH	98,721
MACY'S NORTH	165,506
DICK'S SPORTING GOODS	50,133
UNDER REDEVELOPMENT	158,155
Total Department Store GLA	620,837

Total Small Shops GLA 306,954

Total GLA 927,791

TOTAL PARKING SPACES: 4386
SPACE/1000 SF OF GLA: 4.73

Modified: August 31, 2022

▲ Primary Entrances ▲ Secondary Access

Site Plan Sketch



Figure 1

Meadowood Mall
 5000 Meadowood Mall Circle
 Reno, NV 89502
 CORP # 5255



- Pre-construction and construction schedules
- Project coordination and documentation
- Management and organization of sub-consultants and deliverables
- Coordination with utilities companies for service connections
- Coordination with permitting agencies
- Coordination with Union Pacific Railroad
- Coordination of plans with RTC department stakeholders
- Value engineering
- Quality Assurance/Quality Control
- Project Manager support

2. INVESTIGATION OF EXISTING CONDITIONS

The CONSULTANT will source and become completely familiar with the existing condition and past work performed within the area of proposed expansion. Utilities within the project area will be located and assessed for possible conflicts with the proposed Project. Topographic mapping and boundary will be determined to meet design needs.

2.1 GEOTECHNICAL INVESTIGATION

The CONSULTANT will research existing geotechnical studies and reports, perform a geotechnical investigation/analysis to include a field review of existing conditions and review of existing geotechnical information.

Perform all field and laboratory investigations and perform all analyses to provide complete geotechnical report necessary for final design and construction of the project.

2.2 TOPOGRAPHIC SURVEY

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the project.

2.3 RIGHT OF WAY MAPPING AND ENGINEERING

The CONSULTANT will obtain recorded right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans and used as the basis for right-of-way engineering services.

CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of potentially impacted parcels. Right-of-way engineering services may include, but not limited to, exhibit maps, legal descriptions, and title reports for permanent and/or temporary construction easements needed to complete the project. It is possible parcels will be combined as result of improvements.

2.4 SUBSURFACE UTILITIES

CONSULTANT will research, investigate, and locate subsurface utilities within proposed area of improvements, roadway R/W, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove any lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

Based on field investigation and research performed, 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 proposed work, facility relocation and/or 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.

3. ENVIRONMENTAL SERVICES

The CONSULTANT shall provide environmental services up to and including completion of the NEPA process. CONSULTANT will identify foreseeable potential actions that would require federal agency review and provide recommendations as to the potential project development considerations that may be encountered

The CONSULTANT shall prepare Purpose and Need of the project along with project description. Review and document environmental resources within the project area, provide technical memos for warranted areas of study, complete Categorical Exclusion checklist.

The environmental tasks, activities, and deliverables provided by the CONSULTANT may include, but may not be limited to, the following:

- Data collection and field investigation
- NEPA coordination with FTA and resource agencies
- Preparation of a NEPA document
- NEPA studies and technical reports

4. PRELIMINARY DESIGN

The CONSULTANT shall be responsible for developing the plans for the proposed relocation of the Meadowood Mall transit facility. Preliminary engineering tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Prepare conceptual level plans, renderings, and alternatives necessary to perform feasibility and constructability review of proposed project scope to facilitate preferred project alternative
- Development of Preliminary (30%) Plans
- Prepare conceptual construction cost estimate

5. FINAL DESIGN

CONSULTANT shall prepare Final Construction Plans and Technical Specifications and provide technical support and coordination with the RTC to successfully finalize the design and prepare cost effective construction bid package, suitable for construction.

Final Construction Plans and Technical Specifications shall be in accordance with RTC's standards and requirements and City of Reno building codes.

The Final Design tasks, activities, and deliverables provided by the CONSULTANT include, but may not be limited to, the following:

- Prepare plans, construction estimates and specifications to deliver a complete project. Develop all plans and estimates according to RTC procedures. Coordinate with RTC to produce plans, construction estimates. Submit progress plans at 60% and 90% completion. Provide specification notes for any special items of work or phasing of construction to be included in the Special Provisions.
- Provide technical support and coordination to successfully complete all building permitting requirements

- Regular design review meetings with RTC PM and RTC Transit Department
- Plan production and distribution
- Provide 100% Design Plans, Specifications, and Engineer's Estimate
- Prepare, compile, and support RTC to generate final bid documents for Design-Bid-Build construction contractor procurement
- Provide support throughout the bidding process

6. CONSTRUCTION ADMINISTRATION

6.1 CONTRACT ADMINISTRATION

The CONSULTANT shall provide effective construction administration that will deliver the Project within established schedules and budgets. The initial construction administration tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Facilitate the preconstruction conference
- Facilitate weekly construction meetings
- Perform construction coordination working directly with the RTC Project Manager
- Provide document control (submittals, RFI's, etc) to track and manage these documents
- Responsible for obtaining and reviewing baseline schedule and monthly schedule updates from the contractor
- Review and provide recommendations on contractor's traffic control plans
- Review and provide recommendations on material test results
- 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
- Prepare letter of substantial completion

The CONSULTANT shall provide sufficient personnel who possess the experience, knowledge, and character to adequately perform the requested services. The CONSULTANT's Construction Manager shall have experience in successful public works construction management in the northern Nevada area.

6.2 CONSTRUCTION SURVEYING

The CONSULTANT shall provide construction staking as required on the project. it is assumed survey will consist of a minimum of the following items:

- Recover survey control
- Delineating the saw-cut lines for pavement demolition
- Offset stakes to foundation with cut/fill to top of platform elevation
- Offset stakes to face of curb, sidewalk, platform and driveway angle points, points of curvature, and grade breaks with cut/fill to finished grade elevation

6.3 INSPECTION

The CONSULTANT shall provide one (1) inspector during construction activities as warranted by the activities within the contractors schedule. This inspector will:

- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in issue resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC
- 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

6.4 MATERIALS TESTING

The CONSULTANT shall provide the following:

- Material Testing for compliance with the specifications and testing requirements per the latest edition of the Standard Specifications for Public Works Construction (Orange Book).

The CONSULTANT shall provide certified testing personnel in accordance with the Nevada Alliance for Quality Transportation Construction/Western Alliance for Quality Transportation Construction (NAQTC/WAQTC) guidelines.

The CONSULTANT shall provide an AASHTO accredited laboratory equipped to provide material testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works (Orange Book) and International Building Code (IBC) test procedures.

6.5 RECORD DRAWINGS

The CONSULTANT shall provide record drawings for the completed project. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the Engineer of Record's stamp and signature.



ATTACHMENT B
Evaluation and Scoring Sheet
Meadowood Mall Transit Facility Relocation

Proposer Name _____

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

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Project Team: a) Provide an organizational chart of the Project Team, including sub-consultant(s), and the responsibilities of the team members; b) List personnel with their years of experience in construction oversight, length of employment with their current firm, training, education, licenses, capabilities, and strengths related to their role on this project. c) For each key person identified, list at least two comparable projects in which he/she has played a key role. If a project listed for a key person is the same as one listed in Past Projects, provide just the project name and the role of the key person. For other projects, also provide the project owner and an owner reference. d) Provide a summary of the project team members' experience working together on projects of similar scope.	30%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 1 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 2 - Past Performance: Briefly describe relevant projects completed by the Project Team by providing the following information for each relevant project: a) Project owner and reference (include name, current phone number, and title/role during the project); b) Description of the services provided by the Project Team on each project; c) List the Project Team members that worked on each project and their role on the project; d) Dates the services were provided, if the services were provided within the original schedule budget. Provide a brief description of any schedule and budget issues including how they may have been mitigated; e) Original agreement amount for services and a brief description of any amendments; f) Describe the notable project challenges and how the services provided by the team and/or individual team members contributed to successful outcomes.	30%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 2 Weighted Points Calculation(s)			0.0	0.0	0.0	

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 3 - Project Approach: Proposer's approach to identify and implement the project requirements in the Scope of Services. a) Describe the Project Team's understanding of the project and associated requirements contained in Exhibit A - Scope of Services. b) Identify and describe specific methods used to complete each project requirement (specific to project). Consider staffing strategies and opportunities that could result in cost effective implementation and management of proposed services.	25%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 3 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 4 - Availability and Capacity: a) Demonstrate the anticipated availability of the key personnel for the duration of the project. Specify if the availability of the key personnel will change during the project. List significant projects that the key personnel are working on or are committed to work on, the percentage of time allocated to each project and the anticipated completion date for each project. b) Demonstrate the capacity of the Project Team to meet the needs of the project. Consider the prime consultant's and sub-consultant's depth of staffing and other resources. c) Provide a commitment that the proposer will provide key personnel as needed to successfully complete the project	10%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 4 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 5 – Proximity of Project Team: a) Describe your firm's location(s) In the geographical area. b) Identify the location of the office/lab which will provide primary project control for this project. c) Provide a percentage of work to be completed at each location.	5%	100				Strength(s): Weakness(es):
Factor 5 Weighted Points Calculation(s)			0.0	0.0	0.0	
TOTAL:	100%		0.0	0.0	0.0	

Name of Evaluator (print): _____

Employer: _____

Signature of Evaluator: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Amanda Callegari, Engineer II

RECOMMENDED ACTION

Approve a contract with Eastern Sierra Engineering, P.C., to provide design services and optional engineering during construction for the Las Brisas and Los Altos Resurfacing Project, in an amount not to exceed \$397,530.00.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. is for professional design services for the Las Brisas and Los Altos Resurfacing Project in the amount of \$212,920.00 and optional engineering during construction services (EDC) in the amount of \$184,610.00. The project includes corrective pavement maintenance, including a segment of mill/overlay and a segment of slurry seal, on both Las Brisas and Los Altos.

Eastern Sierra Engineering, P.C. was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program Qualified List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of Eastern Sierra Engineering, P.C. scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Eastern Sierra Engineering, P.C. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Eastern Sierra Engineering, P.C. from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program shortlist to perform design, engineering, and engineering during construction services in connection with the Las Brisas and Los Altos Resurfacing Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Tasks 1-4 and 6-7)	\$173,560.00
Total Design Contingency (Tasks 5 and 8)	\$39,360.00
Total Construction Services (Tasks 9-13) Optional Services	\$174,610.00
<u>Total Construction Contingency (Task 14)</u>	<u>\$10,000</u>
Total Not-to-Exceed Amount	\$397,530.00

- 3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.5, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement,

shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Amanda Callegari, P.E. or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Shawn Jenkins, P.E. or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Amanda Callegari, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: acallegari@rtcwashoe.com
(775)335-1881

CONSULTANT: Shawn Jenkins, P.E.
Principal Engineer
Eastern Sierra Engineering, P.C.
4515 Towne Drive
Reno, NV 89521
:sjenkins@esengr.com
775-828-7220 ext 201

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the

process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Eastern Sierra Engineering, P.C.

By: _____
Shawn Jenkins, Principal Engineer

Exhibit A

Scope of Services

EXHIBIT A
SCOPE OF SERVICES

1. Project Management

Prepare monthly progress reports, invoices, and billing.

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 throughout the project. Other interested parties include the City of Reno and the City of Sparks.

Deliverables – Invoicing and progress reports.

2. Investigation of Existing Conditions

The CONSULTANT will identify patching locations and limits of mill/fill areas and surface treatment areas.

The CONSULTANT will evaluate the existing pedestrian ramps to ensure compliance with current ADA standards.

The CONSULTANT will core each roadway section to identify existing asphalt concrete thickness within identified mill and fill areas. We anticipate six (6) cores in the mill/fill area (Robb Dr. to Britannia Dr.) on Las Brisas Blvd. and sixteen (16) cores in the mill/fill area (South Vista Blvd. to Goodwin Road) of Los Altos Parkway.

3. Topographic Survey

CONSULTANT will gather survey data associated with locations of surface evidence of existing utilities (valve cans, manhole covers, utility vaults, etc.) within the limits if the proposed mill and fill improvements on Las Brisas and Los Altos.

The CONSULTANT will provide design level survey for 43 existing pedestrian ramps. The work will include gathering survey data associated with lip of gutter, curb flow line, top back of curb and back of walk within 15' of curb returns.

4. Right of Way Mapping

CONSULTANT will obtain R/W 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 within this task.

5. Right of Way Engineering Services – Contingent Item

It is estimated approximately ten (10) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned

pedestrian ramp improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 10 individual parcels. This will include Property record research, drafting of property boundaries from record descriptions, calculation of search coordinates for field 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. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

Right of Way Appraisal, Property Owner Negotiations, Escrow Coordination and Title Clearance is not included within this task.

Deliverables – property boundary for ten (10) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel.

6. Design

The CONSULTANT will provide the design services as follows:

- Mapping of the proposed streets which will be developed using Washoe County GIS mapping along with the GPS data obtained from our Investigation of Existing Conditions.
- AutoCAD drawings of the proposed streets showing areas to receive surface treatment including treatment limits, patch locations, pavement striping, and locations of existing utility valves and manholes.
- Surface treatment and patch quantities for each street
- Verification of existing striping, including striping quantities for each street.
- Striping sheets which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Design of 43 pedestrian ramps. Design will include spot elevations and slopes to insure proposed pedestrian ramps meet current ADA requirements
- The final plan set is anticipated to include approximately 60 sheets and will include the following sheets:
 - Cover Sheet (one each)
 - Notes, Legend and Abbreviations Sheet (one each)
 - Sheet Index (2 each)
 - Plan Sheets (43 each at 1" = 30' scale)
 - Pedestrian Ramp Details (10 each)
 - Detail Sheets (3 each)
- Prepare Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved project in accordance with RTC standards and requirements.

- Provide a final Engineer's opinion of probable construction costs for the project based on the final design. 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.”

Deliverables – 50%, 90% and Final Plans, Specifications and opinion of probable cost delivered to the RTC, City of Reno and City of Sparks

7. Bidding Services

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.

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

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

Deliverables – Attendance at Pre-Bid meeting and Bid Opening, bid review.

8. Design Contingency

This is a design 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.

9. Construction Contract Administration (Sole Option and Discretion of RTC) – Anticipate a 45-working day contract.

The CONSULTANT will provide the construction contract administration services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor’s traffic control plans
- Review and stamp contractor's submittal for conformance to the contract

documents, including plantmix bituminous pavement and Portland Cement concrete mix designs

- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

10. Construction Surveying (Sole Option and Discretion of RTC)

CONSULTANT shall provide construction surveying for the project to include:

- Construction stakes for the proposed pedestrian ramp improvements will consist of offset and when required line stakes for the proposed pedestrian ramp improvements. Construction stakes will be set at angle points, grade breaks, radius points, pedestrian ramp $\frac{1}{4}$ points around curb returns, centerline pedestrian ramps, and tie-in points. Stakes will be graded to the nearest one hundredth of a foot of the proposed finished grade and/or top of curb elevations as prescribed within the improvement plans.
- BBV surveyors will survey the location of street centerline survey monuments and/or property corners associated with the alignments of streets slated for mill and fill in anticipation that the monuments will be destroyed during construction. Upon completion of paving improvements, BBV will provide surveying services to reset the destroyed centerline monuments. The survey will consist of setting four intersecting reference points for each monument to be reset. Upon completion of installation of the monuments by the contractor, BBV will use the reference points to verify the location of the centerline intersections and punch the point on the monument. In addition, BBV will prepare corner record forms for each monument replaced and will record them with the Washoe County Recorder's Office. Estimated number of Survey Monuments is 40.

11. Construction Inspection (Sole Option and Discretion of RTC)

CONSULTANT shall 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 the following day 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

12. Material Testing (Sole Option and Discretion of RTC)

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 slurry aggregate, plantmix bituminous pavement, aggregate base, 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).

13. Record Information (Sole Option and Discretion of RTC)

Provide record drawings for the completed project in PDF format. 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(s). 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.

14. Construction Contingency (Sole Option and Discretion of RTC)

This is a contingency for miscellaneous increases within the scope of this contract in

the performance of services. 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 – Project Team

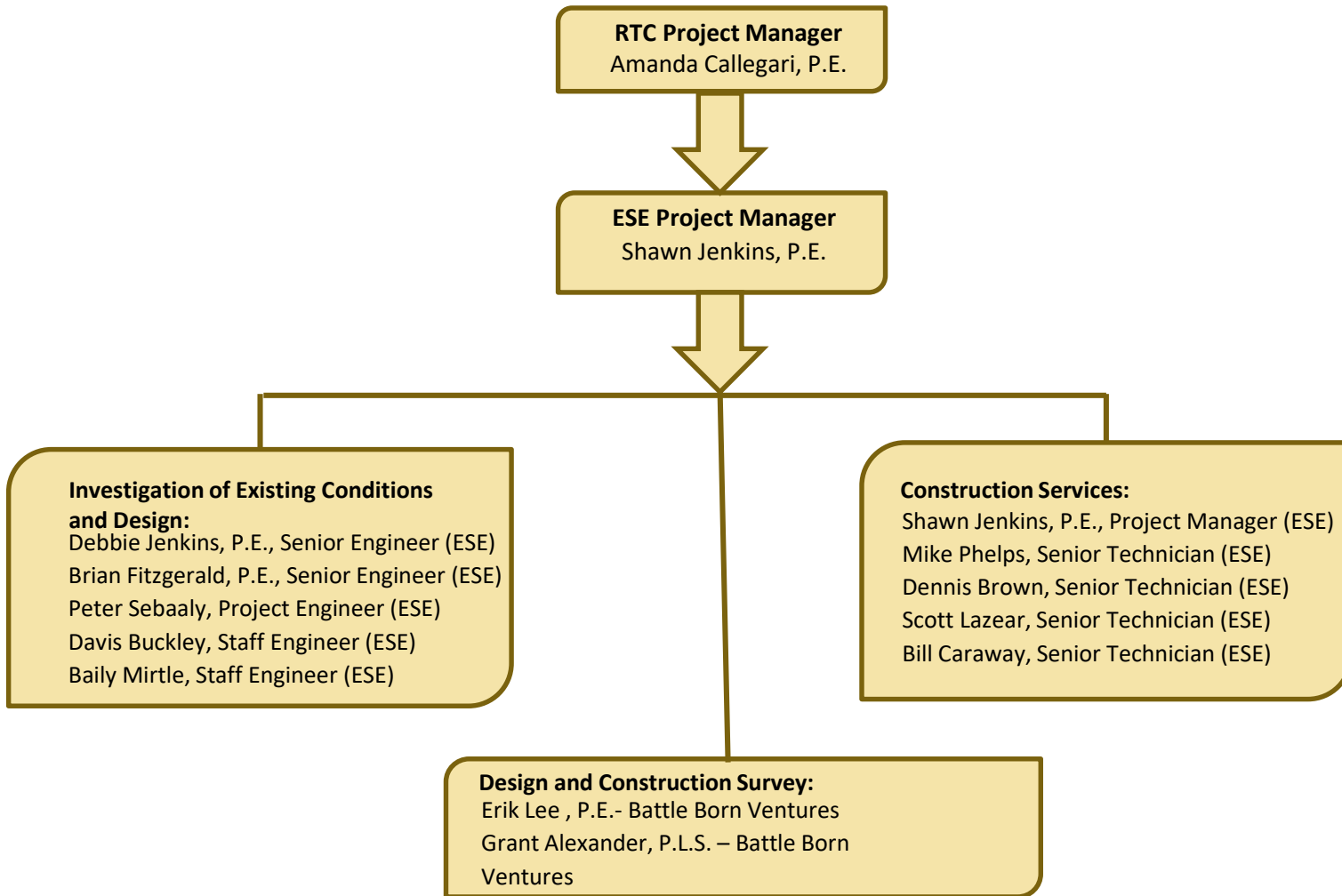


Exhibit A - Project Schedule

Project Schedule			
Las Brisas and Los Altos Resurfacing Project			
Milestone	Begin	End	Duration
RTC Board Approval	1/19/2023		
NTP	1/20/2023		
Investigation of Existing Conditions	1/23/2023	3/3/2023	6 weeks
90% Design	3/6/2023	4/14/2023	6 weeks
Final Design Submittal - 90%	4/14/2023		
Agency Review	4/17/2023	5/12/2023	4 weeks
100% Design	5/15/2023	5/26/2023	2 weeks
Final Plans Submittal - 100%	5/26/2023		
Agency Review	5/29/2023	6/9/2023	2 weeks
Advertise	6/12/2023	7/7/2023	4 weeks
Open Bids	7/12/2023		
Construction NTP	7/31/2023		
Construction Complete	9/29/2023		45 WD

Exhibit B

Compensation

Exhibit B - Cost Proposal for the Las Brisas and Los Altos Resurfacing Project

Task Description	Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Sub-consultant	Expenses
Task 1 - Project Management								
Monthly Progress reports, invoices and billings	40		20					
Task 1 Hours Subtotal	40	0	20	0	0	0		
Task 1 Labor Costs	\$ 5,200.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -		
Task 1 Non Labor Costs							\$ -	
Task 1 Total	\$ 7,600.00							
Task 2 - Investigation of Existing Conditions								
Identify patching locations	8		12	12	24			
Evaluate Existing Pedestrian Ramps			20	20				
Pavement coring to identify existing AC thickness				12	16			
Task 2 Hours Subtotal	8	0	32	44	40	0	0	
Task 2 Labor Costs	\$ 1,040.00	\$ -	\$ 3,840.00	\$ 4,400.00	\$ 4,000.00	\$ -	\$ -	
Task 2 Non Labor Costs								
Task 2 Total	\$ 13,280.00							
Task 3 - Topographic Survey								
Surface Utilities				24				\$ 10,000.00
43 Pedestrian Ramps								\$ 25,800.00
Task 3 Hours Subtotal	0	0	0	24	0	0		
Task 3 Labor Costs	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	
Task 3 Non Labor Costs								\$ 35,800.00
Task 3 Total	\$ 38,200.00							
Task 4 - Right of Way Mapping								
GIS Right-of-way Boundary								\$ 6,000.00
Task 4 Hours Subtotal	0	0	0	0	0	0		
Task 4 Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 4 Non Labor Costs								\$ 6,000.00
Task 4 Total	\$ 6,000.00							
Task 5 - Right of Way Engineering (Contingent)								
10 PE's and TCE's	12	20						\$ 25,000.00
Task 5 Hours Subtotal	12	20	0	0	0	0		
Task 5 Labor Costs	\$ 1,560.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 5 Non Labor Costs (Contingent)								\$ 25,000.00
Task 5 Total (Contingent)	\$ 29,360.00							

Exhibit B - Cost Proposal for the Las Brisas and Los Altos Resurfacing Project

Task Description		Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Sub-consultant	Expenses
Task 6 Design (50% and 90% design Submittals)									
Anticipate sixty (60) 22" by 34" sheets total		24	112	415	320				
Title Sheet (1 total)									
Notes, Legend and Abbreviations (1 total)									
Sheet Index (2 total)									
Plan Sheets (43 total at 30 scale)									
Pedestrian Ramp Details (10 total)									
Detail Sheets (3 total)									
Specifications		40							
Task 6 Hours Subtotal		64	112	415	320	0	0		
Task 6 Labor Costs		\$ 8,320.00	\$ 15,680.00	\$ 49,800.00	\$32,000.00	\$ -	\$ -		
Task 6 Non Labor Costs									
Task 6 Total		\$ 105,800.00							
Task 7 Bidding Services									
Prebid meeting, bid opening and bid review		12	8						
Task 7 Hours Subtotal		12	8	0	0	0	0		
Task 7 Labor Costs		\$ 1,560.00	\$ 1,120.00	\$ -	\$ -	\$ -	\$ -		
Task 7 Non Labor Costs									
Task 7 Total		\$ 2,680.00							
Task 8 Design Contingency									
Design Contingency		\$ 10,000.00							
Total Task 8		\$ 10,000.00							
Total Design Services (Tasks 1-4 and 6-7)		\$ 173,560.00							
Total Design Services (Tasks 5 and 8) (Contingent)		\$ 39,360.00							

Exhibit B - Cost Proposal for the Las Brisas and Los Altos Resurfacing Project

Task Description	Project Manager (\$130/hr)	Senior Engineer (\$140/hr)	Project Engineer (\$120/hr)	Staff Engineer (\$100/hr)	Senior Tech (\$100/hr)	Senior Tech Overtime (\$120/hr)	Sub-consultant	Expenses
Task 9 Construction Contract Administration (Optional)								
Contract Administration (45 Working Days)	20		40	40				
Task 9 Hours Subtotal	20	0	40	40	0	0		
Task 9 Labor Costs	\$ 2,600.00	\$ -	\$ 4,800.00	\$ 4,000.00	\$ -	\$ -		
Task 9 Non Labor Costs								
Task 9 Total	\$ 11,400.00							
Task 10 Construction Surveying (Optional)								
Pedestrian Ramps - 43 each								\$ 32,250.00
Survey Monuments - 40 each								\$ 32,000.00
Task 10 Hours Subtotal	0	0	0	0	0	0		
Task 10 Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 10 Non Labor Costs								\$ 64,250.00
Task 10 Total	\$ 64,250.00							
Task 11 Construction Inspection (Optional)								
Full time inspector (assume 45 working days)	12				360	90		
Task 11 Hours Subtotal	12	0	0	0	360	90		
Task 11 Labor Costs	\$ 1,560.00	\$ -	\$ -	\$ -	\$36,000.00	\$10,800.00		
Task 11 Non Labor Costs								
Task 11 Total	\$ 48,360.00							
Task 12 Material Testing (Optional)								
Material Testing per Orange Book					220			\$ 20,000.00
Task 12 Hours Subtotal	0	0	0	0	220	0		
Task 12 Labor Costs	\$ -	\$ -	\$ -	\$ -	\$22,000.00	\$ -		
Task 12 Non Labor Costs								\$ 20,000.00
Task 12 Total	\$ 42,000.00							
Task 13 Record Information (Optional)								
Provide as-built drawings	20			40	20			
Task 13 Hours Subtotal	20	0	0	40	20	0		
Task 13 Labor Costs	\$ 2,600.00	\$ -	\$ -	\$ 4,000.00	\$ 2,000.00	\$ -		
Task 13 Non Labor Costs								\$ -
Task 13 Total	\$ 8,600.00							
Task 14 Construction Contingency (Optional)								
Construction Contingency								\$ 10,000.00
Total Task 14	\$ 10,000.00							
Total Construction Services (Tasks 9 -13) (Optional)	\$ 174,610.00							
Total Construction Contingency (Task 14) (Optional)	\$ 10,000.00							
Total Not-to-Exceed Amount	\$ 397,530.00							

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, 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 by RTC before work commences. Upon request, CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, 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 \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Scott Gibson, Project Manager

RECOMMENDED ACTION

Approve Amendment 1 to the contract with Lumos and Associates, Inc., for design services and engineering during construction of the 2023 Preventive Maintenance project, for a new total not-to-exceed amount of \$1,374,695.

BACKGROUND AND DISCUSSION

The overall budget for the project has been increased by \$5,000,000 from \$7,500,000 to \$12,500,000 and this amendment provides for the increased design and inspection activities to support the additional construction work. The amount to be paid to the Consultant must be increased by \$447,205 to compensate additional Inspection and testing efforts. The increase will be applied to Construction Services (Tasks 2.1.C to 2.2.H), changing the Total Services amount, from \$927,490 to \$1,374,695. This Professional Services Agreement (PSA) with Lumos and Associates, Inc., is for professional design and engineering during construction services for the 2023 Preventive Maintenance project. The construction project will consist of pavement patching, crack sealing, and micro-surfacing of approximately 300 lane miles of regional roads within Washoe County, Reno, and Sparks. Also included within the scope of work of this PSA are striping design services for road modifications to provide operational and safety improvements.

FISCAL IMPACT

Appropriations are included in the FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

11/17/2022 Approved a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2023 Preventive Maintenance project.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Lumos and Associates, Inc. (“Consultant”) entered into an agreement dated November 21, 2022, (the “Agreement”). This Amendment No. 1 is dated and effective as of [_____].

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to increase the compensation for Engineering During Construction (EDC) services to accommodate the expanded scope of the 2023 Preventive Maintenance project (Project);

WHEREAS, the overall budget for the project has been increased by \$5,000,000 from \$7,500,000 to \$12,500,000 and this amendment provides for the increased design and inspection activities to support the addition construction work;

WHEREAS, the amount to be paid to the Consultant must be increased by \$447,205 to compensate additional Inspection and testing efforts. The increase will be applied to Construction Services (Tasks 2.1.C to 2.2.H), changing the Total Services amount, from \$927,490 to \$1,374,695.

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 3.2 shall be replaced in its entirety with the following:

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

Total Design Services (Tasks 2.1.A)	\$73,780
Total Construction Services (Tasks 2.1.C to 2.1.H)	\$1,240,915
Design Contingency	\$20,000
<u>EDC Contingency</u>	<u>\$40,000</u>
Total Not-to-Exceed Amount	\$1,374,695

2. Exhibit B-2 and B-3 – Compensation of the Agreement are replaced in their entirety with the version of Exhibit B-2 and B-3 attached hereto.
3. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

LUMOS AND ASSOCIATES, INC.


By:  _____
Steven G. Moon, P.E., Director Construction Division

EXHIBIT "B-2"

**RTC OF WASHOE COUNTY
2023 Preventive Maintenance Project**

**JOB NO.: 10884.000
DATE: 12/10/2022**

BUDGET ESTIMATE

TASK	\$260 DIRECTOR	\$215 SR. PROJECT MANAGER	\$200 SURVEY PROJECT MANAGER	\$175 CONSTRUCTION SERVICES ENGINEER	\$150 STAFF SURVEYOR	\$125 ENGINEERING TECHNICIAN 2	\$135 SENIOR INSPECTOR	\$110 MATERIALS TECH 2	\$105 MATERIALS TECH 1	\$90 ADMINISTRATOR	TOTAL
2.1.A-2 Investigate Existing Conditions, 2024 P.M.	8.00	120.00	-	-	-	-	340.00	-	-	-	\$ 73,780.00
SUBTOTAL CE											\$ 73,780.00
2.1.E-I CONSTRUCTION SERVICES (200 Calendar Days)											
2.1.E Administration	16.00	260.00	-	-	-	120.00	-	-	-	120.00	\$ 85,860.00
2.1.F-1 Survey - Data Collection/Layout for 2023 P.M.	16.00	60.00	12.00	-	40.00	650.00	1,100.00	-	-	-	\$ 255,210.00
2.1.F-2 Survey - Striping Modification and Design											\$ 60,000.00
2.1.G-1 Inspection - Patching (80 W/D's @ 10 hrs/day) ⁽¹⁾	8.00	80.00	-	-	-	20.00	800.00	-	-	-	\$ 129,780.00
2.1.G-2 Inspection - Crack Seal Placement (90 W/D's @ 2hrs/day) ⁽²⁾	8.00	40.00	-	-	-	10.00	270.00	-	-	-	\$ 48,380.00
2.1.G-3 Inspection - Slurry Seal Placement (125 W/D's) ⁽³⁾	8.00	180.00	-	-	-	40.00	2,500.00	-	-	-	\$ 383,280.00
2.1.G-4 Inspection - Striping (125 W/D's) ⁽⁴⁾	8.00	180.00	-	-	-	40.00	1,250.00	-	-	-	\$ 214,530.00
2.1.H Testing				45.00				120.00			\$ 21,075.00
						Striping Plates	Slurry Agg Testing ⁽⁵⁾	Emulsion Testing ⁽⁵⁾	Marshall AC Testing ⁽⁵⁾	AC Coring ⁽⁵⁾	
Laboratory Testing \$						\$ 2,000.00	\$19,500.00	\$10,500.00	\$8,100.00	\$2,700.00	42,800.00
SUBTOTAL CM											1,240,915.00
2.1.I Project Contingency											\$ 60,000.00
GRAND TOTAL CE + CM											\$ 1,374,695.00

- ⁽¹⁾ Patching Inspection time based on one (1) inspector for 10 hours per day for 80 shifts of patching.
- ⁽²⁾ Crack Seal Inspection time based on one (1) inspector for 3 hours per day for 90 shifts of crack seal placement.
- ⁽³⁾ Slurry Inspection time based on two (2) inspectors, 10 hours per day for 125 shifts of Slurry.
- ⁽⁴⁾ Striping Inspection time based on one (1) inspector for 10 hours per day for 125 shifts of Striping placement.
- ⁽⁵⁾ See attached B-3 sheet for frequency of testing for asphalt concrete, slurry aggregates and emulsion.
- ⁽⁶⁾ Adjusted project budget as provided by RTC

Slurry Budget: \$ 12,500,000 ⁽⁶⁾
 CM Costs: 9.9% 10.5%
 Prelim/Design Costs: 0.6%



2023 PREVENTIVE MAINTENANCE MATERIAL TESTING

EXHIBIT "B-3" - Testing Fee Breakdown

Slurry Aggregates

Test	Unit Cost
Sand Equivalent	\$200.00
Durability	\$250.00
Sieve Analysis	\$200.00
	\$650.00
	per aggregate series
	(Total for 30 series)
	<u>\$19,500.00</u>

Emulsion Testing

Test	Unit Cost	# of Tests	Total
Residue Testing (in-house)	\$350.00	30	\$10,500.00
			<u>\$10,500.00</u>

Plantmix Testing

Test	Unit Cost	# of Tests	Total
Plantmix Series	\$675.00	12	\$8,100.00
Coring	\$75.00	36	\$2,700.00
			<u>\$10,800.00</u>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Jeff Wilbrecht, Engineering Manager

RECOMMENDED ACTION

Acknowledge receipt of information regarding an automatic annual increase of 4.1% to the Regional Road Impact Fees as allowed by NRS 278B.225 and required by ordinances adopted by Washoe County, the City of Reno, and the City of Sparks.

BACKGROUND AND DISCUSSION

NRS 278B.225 authorizes the governing body of a local government which imposes an impact fee to adopt an ordinance to automatically increase the impact fees annually to account for inflation. The City of Reno, the City of Sparks, and Washoe County have each adopted ordinances to automatically increase the impact fees annually (the “Ordinances”):

- Washoe County – Ordinance No. 1307 (2006) (amending Chapter 110, Article 706, Impact Fees)
- City of Reno – Ordinance No. 5843 (2006) (adding Chapter 18.14.505)
- City of Sparks – Ordinance No. 2329 (2006)

Pursuant to NRS 278B.255 and the Ordinances, the impact fees are to be increased automatically every twelve months by the RTC RRIF Administrator, provided that no increase shall occur within a twelve month period following action by the local government to (i) adopt any revisions to the land use assumptions regarding the impact fees; (ii) adopt any revisions to the RRIF capital improvement plan; or (iii) otherwise increase the impact fees. The current impact fees were established by adoption of the 7th Editions of the General Administrative Manual and the Capital Improvements Plan dated January 31, 2022. There has been no action to increase the impact fees since then. Therefore, this automatic annual increase can and will occur and become effective on February 1, 2023.

Pursuant to NRS 278B.255 and the Ordinances, the amount of the increase is equal to the lesser of (1) 4.5%, or (2) the rolling five-year average of the percent increase of the Consumer Price Index (CPI) for West Urban Consumers data from the U.S. Bureau of Labor Statistics. Based on the index for 2018 through 2022, the impact fees will be increased by 4.1%. The calculations are reflected in Attachment A.

The new fee schedule is shown in Attachment B. The RTC RRIF Administrator will make administrative revisions to the 7th Editions of the General Administrative Manual and the Capital Improvements Plan to reflect the new fee schedule effective February 1, 2023.

FISCAL IMPACT

The rate of the impact fees will increase. That may or may not result in increased impact fee revenues.

PREVIOUS BOARD ACTION

There has been no previous Board action on this matter.

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers, not
Area: West
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	228.980	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237.000	236.153	236.096	235.824	235.093	236.555
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095	240.215	239.365	241.066
2015	238.318	239.748	241.690	242.302	244.227	244.332	245.040	244.737	244.257	244.341	243.749	243.434	243.015	241.770	244.260
2016	244.600	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.250	249.161
2017	250.814	252.252	252.949	253.806	254.380	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365
2018	258.638	259.986	260.994	262.037	263.240	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089
2019	265.624	266.215	267.370	269.522	270.880	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.350	268.428	272.272
2020	273.340	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094	317.299	315.919			305.872	

**CPI for All Urban Consumers (CPI-U)
12-Month Percent Change**

Series Id: CUUR0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers, not
Area: West
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	2.6	2.5	2.4	2.1	2.0	2.0	1.8	2.1	2.2	2.5	1.9	1.7	2.2	2.3	2.0
2013	1.7	2.0	1.5	1.3	1.3	1.5	1.9	1.5	1.3	0.9	1.3	1.8	1.5	1.5	1.4
2014	1.7	1.3	1.5	1.8	2.3	2.3	2.3	2.1	2.0	2.0	1.7	1.3	1.9	1.8	1.9
2015	0.7	0.9	1.1	1.0	1.2	1.1	1.3	1.3	1.0	1.1	1.5	1.8	1.2	1.0	1.3
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2.0	2.3	2.3	2.5	1.9	1.9	2.0
2017	2.5	3.0	3.1	2.9	2.6	2.5	2.5	2.7	2.9	2.9	3.1	3.1	2.8	2.8	2.9
2018	3.1	3.1	3.2	3.2	3.5	3.6	3.6	3.6	3.4	3.5	3.3	3.1	3.3	3.3	3.4
2019	2.7	2.4	2.4	2.9	2.9	2.7	2.7	2.6	2.6	2.8	2.8	2.8	2.7	2.7	2.7
2020	2.9	3.1	2.5	1.3	0.8	1.2	1.7	1.9	1.6	1.2	1.4	1.5	1.7	1.9	1.5
2021	1.4	1.6	2.4	3.9	4.7	5.1	5.2	5.0	5.3	6.0	6.5	7.1	4.5	3.2	5.8
2022	7.7	8.1	8.7	8.3	8.3	8.8	8.3	8.1	8.3	8.1	7.1		8.2	8.3	
													4.1		

ATTACHMENT B
7th Edition Regional Road Impact Fee Consumer Price Index Automatic Adjustment Year 1

		7th Edition				7th Edition Year 1 Indexing (Projected 4.1% Increase)			
		Current Fee Schedule				Proposed Fee Schedule			
		North Service Area		South Service Area		North Service Area		South Service Area	
		\$257.40 per VMT		\$251.06 per VMT		\$267.95 per VMT		\$261.35 per VMT	
Land Use	Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit
Residential									
Single-Family	Dwelling	20.36	\$5,240.66	19.11	\$4,797.76	20.36	\$5,455.46	19.11	\$4,994.40
Multi-Family	Dwelling	12.97	\$3,338.48	12.18	\$3,057.91	12.97	\$3,475.31	12.18	\$3,183.24
Industrial									
General Light Industrial	1,000 GFA	6.48	\$1,667.95	6.08	\$1,526.44	6.48	\$1,736.32	6.08	\$1,589.01
Manufacturing	1,000 GFA	5.14	\$1,323.04	4.82	\$1,210.11	5.14	\$1,377.26	4.82	\$1,259.71
Warehouse	1,000 GFA	2.27	\$584.30	2.13	\$534.76	2.27	\$608.25	2.13	\$556.68
Min-Warehouse	1,000 GFA	1.97	\$507.08	1.85	\$464.46	1.97	\$527.86	1.85	\$483.50
Commercial/Retail									
Commercial/Retail	1,000 GFA	29.43	\$7,575.28	27.63	\$6,936.79	29.43	\$7,885.77	27.63	\$7,221.10
Eating/Drinking Places	1,000 GFA	29.43	\$7,575.28	27.63	\$6,936.79	29.43	\$7,885.77	27.63	\$7,221.10
Casino/Gaming	1,000 GFA	60.17	\$15,487.76	56.48	\$14,179.87	60.17	\$16,122.55	56.48	\$14,761.05
Office and Other Services									
Schools	1,000 GFA	16.83	\$4,332.04	15.80	\$3,966.75	16.83	\$4,509.60	15.80	\$4,129.33
Day Care	1,000 GFA	16.83	\$4,332.04	15.80	\$3,966.75	16.83	\$4,509.60	15.80	\$4,129.33
Lodging	Room	4.38	\$1,127.41	4.11	\$1,031.86	4.38	\$1,173.62	4.11	\$1,074.15
Hospital	1,000 GFA	14.01	\$3,606.17	13.15	\$3,301.44	14.01	\$3,753.98	13.15	\$3,436.75
Nursing Home	1,000 GFA	8.68	\$2,234.23	8.14	\$2,043.63	8.68	\$2,325.81	8.14	\$2,127.39
Medical Office	1,000 GFA	45.47	\$11,703.98	42.68	\$10,715.24	45.47	\$12,183.69	42.68	\$11,154.42
Office and Other Services	1,000 GFA	12.73	\$3,276.70	11.95	\$3,000.17	12.73	\$3,411.00	11.95	\$3,123.13
Regional Recreational Facility	Acre	1.02	\$262.55	0.96	\$241.02	1.02	\$273.31	0.96	\$250.90



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Michele Chrystal, Property Agent

RECOMMENDED ACTION

Approve the proposed sale of APNs 025-263-14, 025-263-15, 025-263-16, 025-263-17, 025-263-20 acquired in connection with the Moana Lane Extension Project (Airway Drive) to an adjoining owner and adopt a resolution required by NRS 277A.255(1).

BACKGROUND AND DISCUSSION

The RTC acquired property for the Moana Lane Extension Project (Airway Drive). RTC acquired these parcels for the project after January 13, 2003 for \$625,615. The project construction reduced the size of the parcels to 37,481 square feet located along the west side of Airway Drive between Cathy Ave and Pamela Ave. The remnant parcels have no access from a street. The adjoining owners have access from their parcels without acquiring an easement or more land. Highest and best use is assemblage.

The RTC disposes of property pursuant to RTC Management Policy P-63 – Real Property Disposition. The RTC is authorized to sell the parcel for a reasonable price if a sale by means of a public auction or sealed bids is uneconomical or impractical and the Board adopts a resolution required by NRS 277A.255(1)(b). The following are the terms of the proposed sale:

Parcel APNs: 025-263-14, 025-263-15, 025-263-16, 025-263-17 and 025-263-20

Buyer: Montane Building Group, INC

Sale Price: \$289,225.80

If the board approves the sale and adopts the resolution, the Executive Director will execute sale agreements and other documents necessary to complete the sales. All sales will be quitclaim in nature, and RTC will not warrant title, furnish title insurance or pay tax on transfer of real property. NRS 277A.255(3).

FISCAL IMPACT

Sale proceeds will be returned to the fund of origin.

PREVIOUS BOARD ACTION

10/17/2014 Approved parcels to be released and sold as surplus property.

RESOLUTION 23-01

RESOLUTION AUTHORIZING THE SALE OF A REMNANT PARCEL ACQUIRED IN CONNECTION WITH THE MOANA LANE EXTENSION PROJECT (Airway Drive) (APN# 025-263-14, 025-263-15, 025-263-16, 025-263-17, 025-263-20)

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) completed the Moana Lane Extension Project, Airway Drive (the “Project”); and

WHEREAS, the Project required the RTC to acquire real property through or under the threat of eminent domain proceedings pursuant to Chapter 37 of the Nevada Revised Statutes (“NRS”); and

WHEREAS, the parcel depicted on the map attached hereto as Exhibit A (APN# 025-263-14, 025-263-15, 025-263-16, 025-263-17, 025-263-20) is a remnant of a larger parcel that was needed for the Project; and

WHEREAS, pursuant to NRS 277A.255(1)(b), the RTC may sell the parcel for a reasonable price as determined by resolution to be in the best interest of the RTC.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA:

1. It is in the best interest of the RTC to sell the parcel (APN# 025-263-14, 025-263-15, 025-263-16, 025-63-17, 025-263-20) to an adjoining property owner for the following price: \$289,225.80.
2. The Executive Director is authorized to execute a sale agreement and other documents necessary to complete the sale.

PASSED, ADOPTED AND APPROVED on January 20 2023.

Ed Lawson, Chair
Regional Transportation Commission of
Washoe County

APNs: 020-263-14, 15, 16,
17 & 20
Project: Moana Lane
Extension Project
(Airway Drive)
Date: December 13, 2022

DIRECT SALE INTENT TO PURCHASE
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, STATE OF NEVADA

This direct sale payment is for the purchase of the above-referenced real property, as described by the legal description attached hereto.

The undersigned purchaser hereby agrees to pay to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, STATE OF NEVADA, TWO HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND 80/100 DOLLARS (\$289,225.80), as the full purchase price for said property, to include transfer tax and recording fees, to be paid in a lump sum payment, without interest, on or before 90 Days from December 13, 2022, as approved by the REGIONAL TRANSPORTATION COMMISSION.

All terms and conditions of the Nevada Revised Statutes are hereby specifically incorporated by reference into the terms of this direct sale.

The property will be conveyed by Quitclaim Deed. The name on the deed is to be as follows, please fill in below:

Montane Building Group, Inc.

Purchaser may take possession of the property upon receipt of the recorded Quitclaim Deed, or upon other written notice, from the REGIONAL TRANSPORTATION COMMISSION if applicable.

All notices pertaining to matters arising in connection with this transaction may be made to purchaser in person or by registered mail addressed as follows:

Montane Building Group, Inc.
Name (Please Print)

12/13/2022
Date

5475 Reno Corporate Drive, Ste 300, Reno 89511
Address

775-624-3966
Phone

[Signature]
Signature

President
Title

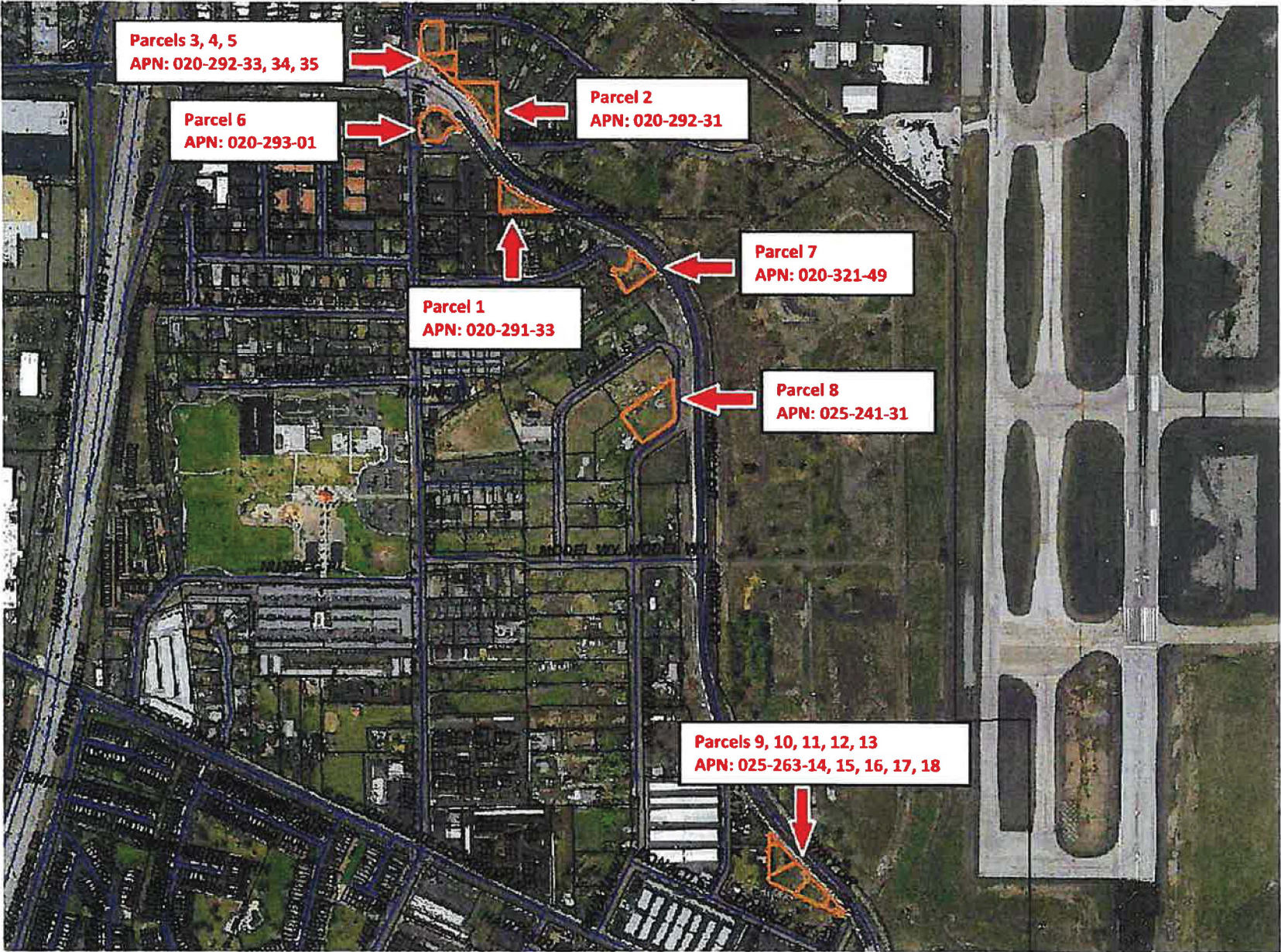
[Signature]
Signature

V.P.
Title

COMPLETE THIS FORM AND RETURN TO:

REGIONAL TRANSPORTATION COMMISSION
Michele Chrystal, Property Agent
1105 Terminal Way
Reno, Nevada 89502

MOANA LANE EXTENSION (AIRWAY DRIVE)





Parcel 9: APN 025-263-14: 1,079 Square Feet
Parcel 10: APN 025-263-15: 10,052 Square Feet
Parcel 11: APN 025-263-16: 14,061 Square Feet
Parcel 12: APN 025-263-17: 8,971 Square Feet
Parcel 13: APN 025-263-18: 3,297 Square Feet
Total: 37,460 Square Feet



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Christian Schonlau, Director of Finance, CFO

RECOMMENDED ACTION

Approve modifications to RTC Management Policy P-13, Procurement, Contracting and Contract Administration (For Possible Action)

BACKGROUND AND DISCUSSION

The RTC procurement manual incorporates board approval prior to solicitation for Requests for Proposals, Request for Qualifications, and Qualified List procurement methods. There have been significant improvements to internal procurement processes since the addition of this language to the policy. Recent financial statement audits, single audits, and triennial reviews have all shown no deficiencies in the solicitation for these procurement methods. Board approval is required to execute contract documents resulting from any procurement method once threshold dollar amounts have been reached. Removing this language from the policy removes a duplicate approval process for the Board.

FISCAL IMPACT

There is no fiscal impact related to this item.

PREVIOUS BOARD ACTION

4/16/2021 The Commission amended RTC Management Policy P-13 in April 2021 to align micro purchase requirements with federal and state law and best practices of other local governments.

RTC Management Policy P-13
Date Approved: 08/04/1986
Date Revised: 11/19/1999
11/19/2004
10/20/2006
02/10/2009
10/15/2010
06/15/2018
09/20/2019
11/20/2020
04/16/2021
09/02/2022
01/20/2023

MANAGEMENT POLICY

SUBJECT: PROCUREMENT, CONTRACTING, AND CONTRACT ADMINISTRATION

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to comply with applicable state and federal procurement requirements, including the Nevada Revised Statutes (NRS), the United States Code (U.S.C.), and procurement requirements of the Nevada Department of Transportation (NDOT), U.S. Department of Transportation, 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.

The purpose of this Management Policy is to define authorities and responsibilities for the procurement, contracting, and contract administration activities of 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 (which are addressed separately in RTC's Interlocal Agreements Policy); OR
- Employment matters.

II. SCOPE

Public

X Board Members

X RTC Officers

X RTC Employees

Other: _____

III. DEFINITIONS

A. Cardinal Change – Any contract change that is not within the general scope of the original contract.

B. Environmentally Preferred Product – An item produced with the highest recycled content achievable, recyclable, and sustainably and locally sourced.

IV. POLICY

A. General

1. Legal Framework: All RTC contracts must be procured in accordance with NRS 332, NRS 338, NRS 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.

2. Business Objectives

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

- 1) Minimize reasonably foreseeable risks, and eliminate unreasonable or unnecessary risks;
- 2) Maximize the public value generated from the expenditure of public funds;
- 3) Build strong and lasting relationships with contractors; AND
- 4) Cultivate a competitive marketplace for goods and services.

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.
4. Disadvantaged Business Enterprise Program: RTC will actively encourage and assist Disadvantaged Business Enterprises (DBE) to participate competitively in procurement actions. Encouragement and assistance will be provided pursuant to RTC's DBE Program.
5. Sustainable Purchasing: RTC's goal is to purchase environmentally preferred products 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.

B. Procurement

1. Procurement Methods

- a. 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 or total amount), the type of materials, goods/services being procured, or other factors.
- b. 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 RTC. The Executive Director is responsible for developing and implementing procedures for staff to select and use the most appropriate procurement method.

2. Contracts Not Adapted to Award by Competitive Bidding

- a. The Nevada Legislature has declared that certain contracts by their nature are not adapted to award by competitive bidding. See NRS 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 NRS Chapter 332.
- b. 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.

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 policy if the Executive Director determines that an emergency exists. See NRS 332.112; 338.011. The Executive Director must report the action to the Board at its next regularly scheduled meeting. NRS 332.112(2); NRS 338.011(2).

Procurement Authorization: Procurements must be authorized by a department director prior to solicitation.

4. **Contract Award**

- a. Contracts must be awarded prior to execution.
- b. The following are the threshold levels for approving a recommendation to award a contract:

Contract Type/Amount	Authority
Contracts awarded by formal bidding procedures (IFB)	Executive Director
Contracts for Construction managers at risk	Board
Contracts for design-build teams	Board
Contracts Awarded by Other Procurement Methods:	
Contract amount \leq \$25,000	Department Director
$\$25,000 <$ Contract amount \leq \$100,000	Executive Director
Contract amount $>$ \$100,000	Executive Director and Board

- c. Staff will provide notice of the recommendation to award and intent to award at least seven business days prior to award when required by the protest procedures in Appendix B. When the Executive Director or a department director 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 material terms to the Board.

5. **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.

C. Contracting

1. Contract Routing and Review: Contracts must be reviewed internally prior to execution to ensure that all contracts are sound and complete agreements.

2. Execution

a. Contracts must be executed to be binding and effective. The following are the threshold levels for executing contracts:

Contract Amount	Authority
Contract amount \leq \$25,000	Department Director
Contract amount $>$ \$25,000	Executive Director

b. Contracts may be executed in paper or electronic format as appropriate.

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.

D. Contract Administration

1. Contract Administration System

a. 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.

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

2. Options

a. 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:

Cumulative Amount of Option(s)	Authority
Cumulative amount \leq \$25,000	Department Director
Cumulative amount $>$ \$25,000	Executive Director

- b. The cumulative amount is the amount of the option to be exercised combined with the total amount of all previously exercised options, if any.
 - c. The threshold levels in this policy for authorizing and approving contract actions may be changed for individual contracts by official Board action.
3. Contingency: When appropriate, contracts may include line item contingency amounts. The department director must authorize and approve any use of contingency amounts.
4. Change Orders
- a. 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. The following are the threshold levels for authorizing and approving change orders:

Contract Amount	Authority
Original contract amount \leq \$1,000,000	Executive Director may authorize and approve change orders up to a 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 authorize and approve change orders up to a cumulative amount of 25% of the Original Contract Amount or \$500,000, whichever is less. Board must approve change orders in excess of that amount.

- b. The cumulative amount is the amount of the proposed change order combined with the total amount of all previous change orders, if any.
 - c. Cardinal changes are prohibited.
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.

6. Amendments

- a. 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 amendments:

Cumulative Amount of Amendment(s)	Authority
Cumulative amount \leq \$100,000	Executive Director
Cumulative amount $>$ \$100,000	Board

- b. The cumulative amount is the amount of the proposed amendment combined with the total amount of all previous amendments, if any.
- c. Cardinal changes are prohibited.
7. Settlement of Disputes: Contract disputes may be resolved by settlement agreements. Any settlement process will be pursuant to RTC Settlement Authority Management Policy.
8. Routing and Review: Documents to effectuate contract actions must be reviewed internally prior to execution to ensure that all contracts documents are sound and complete agreements.
9. Execution:
- a. Documents to effectuate contract actions must be executed to be binding and effective. When the department director has 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 following Board approval.
- b. Documents may be executed in paper or electronic format, as appropriate.

- END -

Appendix A
Procurement Methods

Methods	Page
1. Emergency Purchase Procedures	A-2
2. Petty Cash Procedures	A-2
3. Procurement Card Procedures	A-2
4. Micro Purchase Procedures	A-2
5. Small Purchase Procedures	A-3
6. Formal Bidding Procedures (IFB)	A-3
7. Request for Proposals Procedures (RFP)	A-4
8. Qualifications-Based Procurement Procedures	A-4
A. Request for Qualifications Procedures (RFQ)	A-5
B. Qualified List Procedures	A-5
9. Sole Source Procedures	A-6
10. Special Procurement Methods	A-6

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.

Authorization: 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.

Authorization: Staff may purchase non-inventory items with petty cash when the cost is \leq \$50. Only local or 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.

Authorization: Staff may purchase with a P-Card pursuant to the RTC P-Card Program when the expenditure is for:

- Authorized training and travel expenditures;
- \leq \$1,000 for Facilities Maintenance expenditures; OR
- \leq \$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 assigned department director. Only local or state funds can be used for the RTC P-Card Program.

4. Micro Purchase Procedures

Method: Staff purchases without obtaining competitive quotes.

Authorization: Staff may purchase from a single source without competition when the following conditions are satisfied:

- In the case of public works contracts, the estimated contract amount is \leq \$25,000.
- In the case of other contracts, the estimated contract amount is \leq \$50,000.

5. Small Purchase Procedures

Method: Staff purchases after soliciting an appropriate number of proposals/bids and obtaining at least two proposals/bids. In the case of public works contracts, staff must solicit no less than three bids. See N.R.S. 338.13862(1)(a) and N.R.S. 338.1444(1)(a). In the case of other contracts, staff must solicit no less than two proposals/bids. See N.R.S. 332.063.

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

- In the case of public works contracts, the estimated contract amount is \leq \$100,000.
- In the case of other contracts, both of the following conditions are satisfied:
 - Estimated annual amount required to perform contract is \leq \$100,000; AND
 - Total estimated contract amount is \leq \$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.

Authorization: Staff must use formal bidding procedures for public works contracts for which the estimated contract amount is $>$ \$100,000 (unless an alternative special procurement method is authorized). See N.R.S. 338.1385 and N.R.S. 338.143. Staff must also use formal bidding procedures if feasible when:

- Estimated annual amount required to perform contract is $>$ \$100,000; OR
- Total estimated contract amount is $>$ \$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. Request for Proposals Procedures (RFP)

Method: RTC advertises a request for proposals and awards a contract to the proposer that submitted the best proposal based on:

- Price; OR
- Price and other factors (i.e., best value).

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 is > \$100,000; OR
- Total estimated contract amount is > \$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. Request for Qualifications Procedures (RFQ)

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

Authorization: If only local or 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. 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 contractors by category. The Board approves the list. When RTC needs services in a category, staff identifies the most qualified contractor and attempts to negotiate a fair and reasonable price.

Authorization: If any federal funds will be used, staff cannot use qualified list procedures. If only local/state funds will be used, RTC may use qualified list procedures to procure a routine scope of services in certain categories such as:

- Engineering and design
- Engineering and construction management during construction
- Traffic engineering
- Land surveying

9. Sole Source Procedures

Method: RTC purchases from a single source without competition.

Authorization: If only local or 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 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
 - 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.

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 or publicized through Formal Bidding Procedures (IFB), Competitive Proposal Procedures (RFP), or Qualifications-Based Procurement Procedures. These protest procedures are the exclusive means to protest RTC procurement actions.

B. Standing.

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;
5. The action or relief desired from RTC; AND
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. 25% of the total value of the bid or proposal submitted by the person filing the protest; OR
 - b. \$250,000.

G. Timing and Deadlines

1. Pre-bid/pre-proposal Protests.
 - a. Protests against RTC actions during the solicitation phase must be filed at least five business days prior to the bid opening or proposal due date.
 - b. The Procurement Manager shall make a determination on the merits of the protest prior to opening bids or evaluating proposals.
 - c. The Procurement Manager shall provide the determination to all bidders/proposers prior to opening bids or evaluating proposals.
2. Pre-award Protests.
 - a. Staff shall provide notice of its intent to recommend award of the contract to all bidders/proposers at least seven business days prior to award.
 - b. Protests against the intended award of a contract must be filed within five business days after RTC provides notice of its intent to recommend award.
 - 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.
 - 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; 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.

- e. The Procurement Manager shall provide the final determination to all bidders/proposers at the time of, or prior to, the award if possible.
3. Post-award Protests.
 - a. Post-award protests must be filed within three business days after award of the contract.
 - 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.
 - c. 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.
 - e. The Procurement Manager shall provide a final determination to all bidders/proposers stating the action taken on the protest, and the reason for the action. The notice shall be provided within five business days of receipt of a post-award protest, if possible.

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's determination on the merits of the protest must be in writing and contain four parts:
 - a. Summary – Describes the protester, the solicitation, the issues 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 issues 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.

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 business days of receipt of RTC's determination on the merits of the protest.

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 believes that a protest contains proprietary materials which should be withheld, a statement advising of this fact 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.

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. The protest;
 - c. Notices to FTA or NDOT, if required;
 - d. Record of timeliness of actions;
 - e. Record of internal or external review of the protest;
 - f. Record of legal review of the protest, if any;
 - g. The Procurement Manager's determination on the merits of the protest;
AND
 - h. 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

Meeting Date: 1/20/2023

From: Christian Schonlau, Director of Finance, CFO

RECOMMENDED ACTION

Approve modifications to RTC Management Policy P-21, Travel.

BACKGROUND AND DISCUSSION

Current policy allows for the Executive Director to approve excess baggage charges for air travel. Proposed changes add Department Directors as approval for these charges. Excess baggage must have a business case for approval.

Current policy allows for the Executive Director to approve non-coach seat selection for air travel. Proposed changes add Department Directors as approval for these charges. Seat change charges must be a result of a physical limitations of the employee or unavailability of coach airfare.

FISCAL IMPACT

Additional travel charges will be charged to the travelers department budget.

PREVIOUS BOARD ACTION

7/17/2020 Approve changes to include guidelines for reimbursable expenses while traveling.

RTC Management Policy P-21
Date Approved: 12/09/1982
Date Revised: 07/22/1993
03/23/1995
03/15/1996
07/18/2008
08/21/2015
07/17/2020
01/20/2023

Approved:  _____

MANAGEMENT POLICY

SUBJECT: TRAVEL

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to provide uniform guidelines and procedures for requesting, authorizing, and reimbursing reasonable and customary expenses associated with RTC employee or Commissioner travel for Agency business.

II. SCOPE

Public

X Board Members

X RTC Officers

X RTC Employees

Other: _____

III. DEFINITIONS

A. Travelers – The RTC Board of Commissioners (Commissioners) or RTC employees.

IV. POLICY

A. RTC will allow travel when there is a valid business purpose and all other available options have been evaluated. The Board Chair approves travel for the Commissioners and the Board Vice Chair approves travel for the Board Chair. Accordingly, where this policy requires approval or review by the Executive Director, this policy shall be read to require review or approval of the Board Chair or Vice Chair with regard to Commissioner travel, as appropriate to implement this policy.

- B. The Executive Director is responsible for approving employee travel. The Executive Director or department directors are responsible for ensuring the necessity and appropriateness of travel for a seminar, conference, or other meeting and determining whom should attend.
- C. Travelers are required to know and follow this policy prior to travel and to follow the procedures as set forth in this policy for requesting, approving, monitoring, and reporting all travel and associated per diem expenses.
- D. Employee failure to follow this policy, including falsification of travel expense reports, may result in disciplinary action, up to and including termination of employment.
- E. Request for Permission to Travel: All requests for employee travel and the resulting expenditures shall be approved in advance by the Executive Director who is authorized by RTC to approve or deny such requests. The Executive Director's requests for travel over \$1,000 shall be approved by the Board Chair.
- F. Reimbursement of Travel Expenses
 - 1. Except as otherwise provided by law, when any traveler is entitled to receive expenses in the transaction of public business outside Washoe County or more than 50 miles outside of the cities of Reno or Sparks, the traveler shall be paid necessary and reasonable travel expenses.
 - 2. Any personal travel or additional expenses incurred by a guest accompanying a traveler on RTC business, shall not be an RTC expense.
- G. Travel Expenses
 - 1. Travel should be by the least expensive method reasonably available when such factors as total travel time, traveler salary, RTC-owned automobile availability, and transportation costs are considered.
 - 2. Advanced planning for travel is required in order to obtain significantly reduced rates.
 - 3. Air Travel
 - a. Air travel shall be coach class. Exceptions due to seat availability or physical limitations require written pre- approval by the Department or Executive Director.
 - b. Airfare will be paid directly to the airline, preferably by use of an RTC procurement card. If it is not possible to arrange direct payment, reimbursement will be made at the conclusion of the travel

only upon the submission of original receipts detailing traveler's name, travel destination, and method of payment.

- c. Reimbursement will not be given for meals or checked baggage fees included in the cost of airfare. Checked baggage fees to and from travel destination will be reimbursed for the first checked bag. Additional fees beyond the first checked bag or an overweight bag needed for a business use will not be reimbursed without prior written approval of the Department or Executive Director.
- d. Airline preferred seating or boarding fees are not reimbursable.
- e. Airline Wi-Fi fees are not reimbursable.
- f. Traveler parking a personal vehicle at the airport must use the least expensive available parking lot.
- g. Unless approved by the Executive Director, the costs of air travel cancellation or flight change fees will be the traveler's responsibility. Any air travel refunds or credits issued to traveler must be used for future RTC business travel.

4. Use of RTC or Private Vehicles

- a. If travel by RTC-owned automobile or public conveyance is not the most economical means of transportation, or is otherwise impractical, use of a private vehicle may be permitted and will be reimbursed at the current standard mileage rate for actual business mileage as established by the United States Internal Revenue Service.
- b. In the event a traveler does not report to their assigned business office before going directly to an authorized travel destination, reimbursable roundtrip mileage will be calculated from/to the traveler's RTC business address.
- c. If a private vehicle is used for reasons of personal convenience in the transaction of RTC business and is not the most economical or practical means of transportation, reimbursement will be at the Executive Director's discretion. Prior written approval is required. Where use of a personal vehicle is approved, reimbursement will be at the current standard mileage rate for actual business mileage as established by the United States Internal Revenue Service, but will not exceed the equivalent amount of the least expensive mode of travel.

- d. No mileage reimbursement of any kind will be allowed for employees who receive a vehicle allowance.
- e. Only RTC employees are authorized to drive RTC-owned vehicles and only persons in the custody or care of RTC employees in the course of official RTC business are authorized to ride in RTC-owned vehicles.
- f. It is a violation of this policy to use an RTC vehicle for anything other than official purposes.

5. Rental Vehicle

- a. Written justification for the use of a rental vehicle must be included on the Training/Travel Request Form and authorized in advance by the Executive Director. Reimbursement for a rental car generally will not be allowed when the traveler is staying at the conference hotel/event site. Exceptions may be made for geographical isolation from nearby dining establishments or for personal safety reasons.
- b. When authorized to use a rental vehicle, the traveler must reserve and pay for vehicle by means of RTC's established account with a preferred rental agency.

6. Lodging

- a. Traveler will be selective and prudent in choosing lodging. Every effort should be made to find the most economical rates possible.
- b. Discounted conference rates or governmental rates should be used when available.
- c. Use of an RTC procurement card or traveler's personal credit card is the required method of payment for all approved lodging expenses. If an RTC procurement card is used as method of payment, additional charges (e.g., room service, bar charges, restaurant charges, movies) are not reimbursable. Travelers should make arrangements to have such charges or fees paid by traveler's personal credit card, or other means.
- d. With prior written approval from the Executive Director, lodging wi-fi fees used for business purposes are reimbursable.
- e. Prior written approval is required and proper documentation of hotel rates must be submitted with the Training/Travel Request Form. Unapproved lodging expenditures will not be reimbursed.

- f. No reimbursement for lodging will be made without receipts.
- 7. Registration: Approved registration or conference fees will be paid directly to the organization sponsoring the event. Payment will be made by either an RTC procurement card or check. If it is not possible to arrange direct payment, reimbursement will be made at the conclusion of the travel only upon the submission of original receipts detailing traveler's name and method of payment.

8. Meals and Incidental Expenditures

- a. A traveler who is in travel status is eligible for meal reimbursement at the GSA per diem rate as published for the travel time. Per diem rates include taxes and tips, so traveler will not be reimbursed separately for these items.
- b. Traveler is not required to submit receipts for reimbursement of meal per diems.
- c. Traveler is considered to be in travel status and may claim meal per diem reimbursements during the timeframes as follows:

Meal	Timeframe
Breakfast	Traveler departs before 9:00 a.m. or returns after 10:00 a.m.
Lunch	Traveler departs before 11:00 a.m. or returns after 1:00 p.m.
Dinner	Traveler departs before 6:00 p.m. or returns after 7:00 p.m.

- d. When registration or conference fees provide for meals, traveler will deduct such furnished meals from the meal per diem reimbursement. Continental breakfasts are not considered a furnished meal.
- e. Meals shall not be charged to RTC procurement cards unless approved in advance on the Training/Travel Request Form. If traveler is approved to charge meals to an RTC procurement card, traveler is responsible for meal charges in excess of GSA rates.
- f. All other reasonable and necessary travel expenses such as taxis, shuttles, limousine fares, parking fees, rental car fuel, or any other incidental expenses will be reimbursed. Receipts must be obtained wherever feasible, and all receipts and actual travel expenses should be itemized and attached to Training/Travel Expense Form. Expenses not accompanied by a receipt will be tested for reasonableness and may not be reimbursed. Expenses for the

personal enjoyment or convenience only of traveler are not reimbursable.

- g. When in travel status, traveler shall not be reimbursed for the cost of alcohol or personal telephone calls incurred in the course of such person's travel.
- h. Generally, employees classified as non-exempt under the Fair Labor Standards Act (FLSA) should not travel overnight due to overtime considerations. When approved to travel, FLSA travel work time regulations will be used for compensating non-exempt employees during their travel status.

H. Requests for Approval of Training or Travel

- 1. Traveler must complete a Travel/Training Request Form and submit it in advance to the assigned supervisor or department director. The Executive Director has final approval authority of all request for employee travel. In the case of commissioners, the Board Chair approves travel for Commissioners and the Vice Chair approves travel for the Board Chair.
- 2. Traveler must attach a copy of the registration form, brochure, and agenda for the requested event to Travel/Training Request Form. If there are no such documents, the traveler must attach a memorandum to the Form describing the event, sponsor name, sponsor address, event dates, cost, location, and purpose.
- 3. A copy of the approved Travel/Training Request Form shall be attached as authorization for any travel expenses charged to RTC procurement cards.
- 4. The Travel/Training Request Form can be found on the RTC SharePoint. The form will be maintained by the Finance Department.

I. Travel Advances: No advances will be made for any authorized travel expenditure. In lieu of an advance, per diem meals may be charged to an RTC procurement card with prior approval by the Executive Director on the Travel/Training Request Form. If approved, the traveler will be responsible for meal charges in excess of GSA rates.

J. Travel/Training Expense Reimbursement

- 1. An approved Travel/Training Expense Form, along with any required receipts and a copy of previously approved Travel/Training Request Form, must be submitted to the Finance Department within 14 days after travel is completed. RTC may refuse payment of claims submitted more than 45 days after completion of travel, and expenses that do not conform to this policy.

2. Approved Travel/Training Expense Forms submitted to the Finance Department will be paid within five business days of receipt.
 3. When RTC procurement cards are used for travel expenses, travelers must attach a copy of the approved Travel/Training Request Form and all accompanying receipts to the monthly procurement card statement and follow the standard procurement card statement processing procedures.
 4. The Travel/Training Expense Form can be found on RTC SharePoint. The form will be maintained by the Finance Department.
- K. Payment of Travel Claims Presumed Full Compensation: Any Travel/Training Expense Form filed and paid in accordance with this policy shall be considered full compensation for all travel and living expenses, including transportation, meals, lodging, and other incidental expenses associated with the submission as authorized in accordance with the provisions of this policy.
- L. The Executive Director may make procedural changes as necessary to respond to changing conditions while remaining consistent with the intent of the policy.

- END -



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Xuan Wang, PHD, PE, PTP, RSP2, Senior Technical Planner

RECOMMENDED ACTION

Conduct a public hearing regarding approval of the resolution adopting Amendment No. 1 to the 2050 Regional Transportation Plan (RTP).

BACKGROUND AND DISCUSSION

RTC staff is proposing Amendment No. 1 to the 2050 RTP to reflect the schedule change of the Nevada Department of Transportation (NDOT) I-80 project of adding an auxiliary lane on eastbound I-80 from McCarran Boulevard to Keystone Avenue. The project which was originally scheduled for 2040 is moved to the FFY 2023 for construction due to funding availability.

An air quality analysis for the proposed amendment is required as the amended project is a capacity project and not exempt from transportation conformity requirements. An air quality conformity analysis was conducted as part of the amendment process. The air quality analysis was completed in compliance with the Washoe County Transportation Conformity Plan. The analysis documents that the region will be within the motor vehicle emission budgets for all criteria pollutants subject to the National Ambient Air Quality Standards (NAAQS) of the Clean Air Act as amended. Based on existing and planned commitments, the air quality analysis demonstrates that the required air quality conformity determination can be made. The RTP is shown to be in conformance with federal air quality regulations. The Interagency Air Quality Consultation Group recommended approval of the air quality analysis on December 20, 2022.

A public comment period preceded this public hearing (December 30, 2022 - January 19, 2023). The draft amended 2050 RTP was posted on the agency website and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

The Technical Advisory Committee met on January 5th, 2023, and recommended approval of the amendment. The January Citizens Multimodal Advisory Committee was canceled due to a lack of quorum.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item. The proposed amendment is anticipated to meet fiscal constraint.

PREVIOUS BOARD ACTION

3/19/2021 Approved resolution adopting 2050 RTP.

RESOLUTION

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 1 TO THE 2050 REGIONAL TRANSPORTATION PLAN (RTP) 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 Plan (RTP) by the Metropolitan Planning Organization (MPO); and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated as the Metropolitan Planning Organization (MPO) for the Reno-Sparks Urbanized Area of Washoe County; and

WHEREAS, RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process and in conformance with all applicable federal requirements, has prepared Amendment No. 1 to the 2050 Regional Transportation Plan (RTP); and

WHEREAS, RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this amendment to the 2050 Regional Transportation Plan conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, RTC finds that Amendment No. 1 to the 2050 Regional Transportation Plan has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY that the Regional Transportation Commission does hereby adopt and endorse the 2050 Regional Transportation Plan.

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 January 20, 2023.

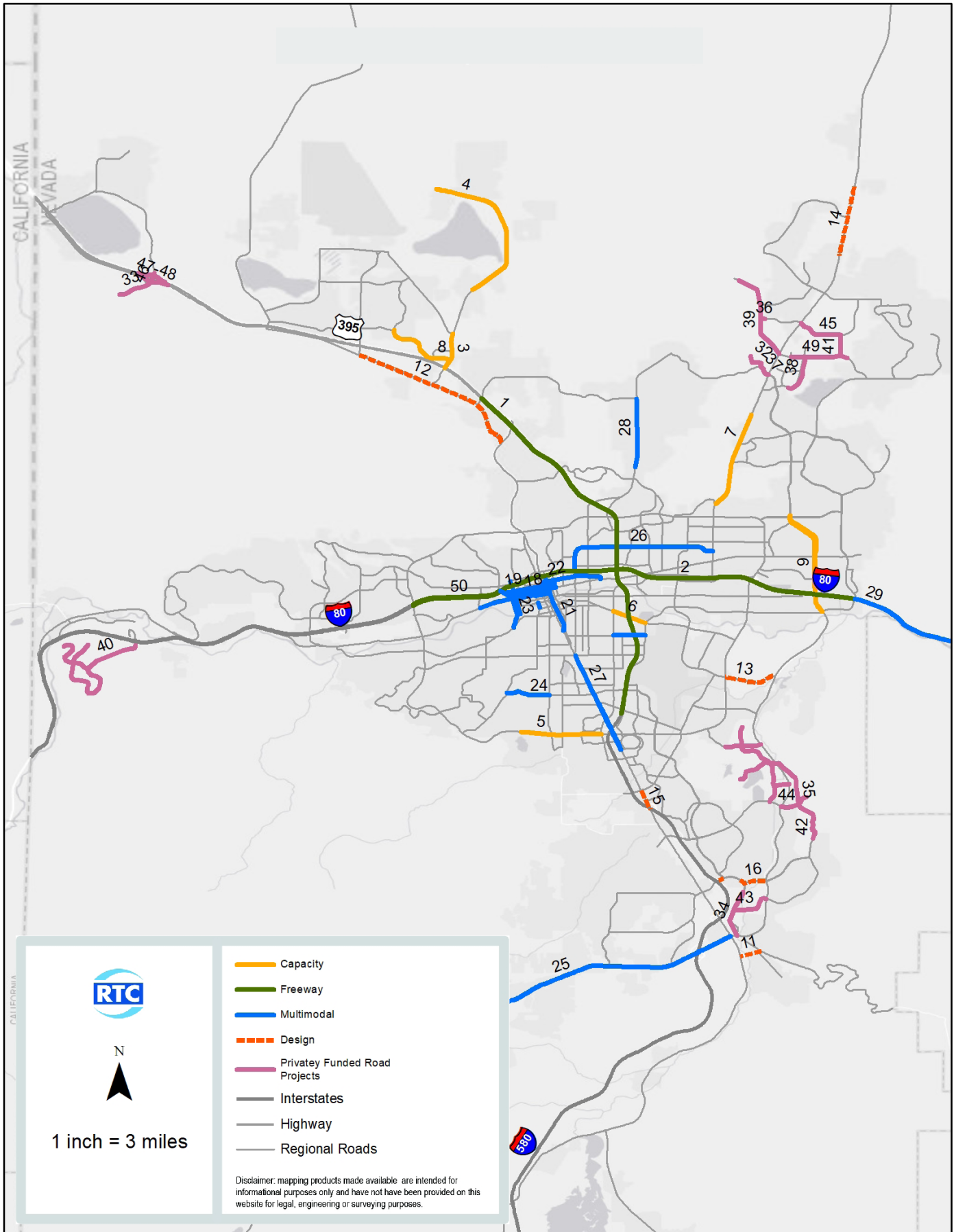
Ed Lawson, Chair
Regional Transportation Commission

Amendment 1

2021-2025 Listing (continued)				
36	Dolores Drive Extension	West to Lazy 5 Pkwy	Private	
37	Highland Ranch Pkwy - Widening	Pyramid Hwy to 5 Ridges entrance	Private	
38	Kiley Pkwy	Wingfield Hills Rd to Henry Orr Pkwy	Private	
39	Lazy 5 Pkwy	W Sun Valley Arterial to Pyramid Hwy	Private	
40	Meridian & Santerra Regional Road Network (Verdi)	See map	Private	
41	N/S Connector Rd	Stonebrook Pkwy to Wingfield Hills Rd	Private	
42	Rio Wrangler Pkwy Extension (North)	Bucephalus Pkwy to South Meadows Pkwy	Private	
43	Rio Wrangler Pkwy Extension (South)	Damonte Ranch Pkwy to Veterans Pkwy	Private	
44	South Meadows Extension	Mojave Sky Dr to Rio Wrangler Pkwy	Private	
45	Stonebrook Pkwy	N/S Connector Rd to Pyramid Hwy	Private	
46	Whitelake Pkwy Extension	US 395 to Stonegate Entrance	Private	
47	Whitelake Pkwy Interchange Upgrades (Phase 1)	Interchange Improvement at US 395	Private	
48	Whitelake Pkwy Interchange Upgrades (Phase 2)	Conversion to divergent diamond interchange (DDI)	Private	
49	Wingfield Hills Rd Extension	West to David Allen Pkwy	Private	
Amended Projects				
50	I-80 - Widening	W McCarran Blvd to Keystone Ave	\$60,471,000	Regional, State, Federal

Amendment 1

RTP 2050 PROJECTS (2021-2025)





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Graham Dollarhide, Senior Technical Planner

RECOMMENDED ACTION

Conduct a public hearing regarding approval of Amendment No. 5 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 5 to the RTIP.

BACKGROUND AND DISCUSSION

Amendment No. 5 is required to add new projects, consolidate two projects into one, and incorporate updates to existing projects already included in the RTIP. The amendment adds two new projects. The I-80 Keystone Avenue Package 2, Phase 2B project, led by the Nevada Department of Transportation (NDOT), advances the timing of an improvement to I-80 originally identified in the Regional Transportation Plan (RTP). The improvement adds an auxiliary lane on eastbound I-80 from McCarran Boulevard to Keystone Avenue and was moved forward from a scheduled date of 2040 to 2023 due to availability of funding. This change to the project timeline and project characteristics met the threshold requiring an air quality analysis, as discussed below. The West 4th St Improvements – West McCarran Boulevard to Vine Street project, led by the RTC, is being added as a result of the availability of Federal safety funding and refines the scope of an existing project, the limits of which are Vine Street to Evans Avenue. Additionally, two projects are being consolidated to combine the design and construction phases. The Sierra Street Bridge Replacement – Package 1 design phase is being added to the construction phase (Package 2) along with funding for right-of-way. Finally, the amendment includes updates to projects led by both RTC and NDOT. These updates include changes to funding sources, total funding, and project phases, as noted. Further details of these updates can be viewed in the attached project listing.

An air quality analysis for the I-80 project is required as it is a capacity project. An air quality conformity analysis was conducted as a part of the RTP amendment process. Based on existing and planned commitments, the air quality analysis demonstrates that the required air quality conformity determination can be made. The RTP is shown to be in conformance with federal air quality regulations. The Interagency Air Quality Consultation Group recommended approval of the air quality analysis on December 20, 2022.

A complete list of the projects included within this amendment, as well as a brief description of the changes to each project, are as follows:

- I-80 Keystone Package 2, Phase 2B – new project that adds auxiliary lane to eastbound I-80 from West McCarran Boulevard to Keystone Avenue;
- West 4th St Improvements – West McCarran Boulevard to Vine Street – new project that makes safety, multimodal, and other improvements to West 4th St between West McCarran Boulevard and

Vine Street;

- Sierra Street Bridge Replacement – Package 1 – project to be deleted with scope/funding incorporated into Sierra Street Bridge Replacement – Package 2 project;
- Sierra Street Bridge Replacement – Package 2 – amended project that incorporates design phase/funding from Sierra Street Bridge Replacement – Package 1 project, and adds right-of-way phase;
- Sparks Boulevard Corridor – Phase 2 – amended project that increases construction funding;
- Pembroke Drive Capacity & Safety Project – amended project that adds construction phase;
- South Virginia Street & I-580 Exit 29 Capacity & Safety Project – amended project that adds construction phase;
- US 395, North Valleys, McCarran to Golden Valley, Phase 1B – amended project that increases construction funding;
- US 395, North Valleys, Golden Valley to Stead, Phase 2 – amended project that increases construction funding and adds recently awarded INFRA discretionary grant.

A public comment period preceded this public hearing (December 30 – January 19). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

The Technical Advisory Committee met on January 5th, 2023 and recommended approval of the amendment. The Citizens Multimodal Advisory Committee met on January 4th, 2023 but a quorum was not present, resulting in cancellation of the meeting.

FISCAL IMPACT

Funding for the project cost estimates in the proposed amendment has been budgeted based on anticipated federal, state, and local revenue sources.

PREVIOUS BOARD ACTION

03/19/2021 Approved the FFY 2021-2025 RTIP.

08/20/2021 Approved Amendment No. 1 to the FFY 2021-2025 RTIP.

05/20/2022 Approved Amendment No. 2 to the FFY 2021-2025 RTIP.

09/16/2022 Approved Amendment No. 3 to the FFY 2021-2025 RTIP.

12/16/2022 Approved Amendment No. 4 to the FFY 2021-2025 RTIP.

RESOLUTION

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 5 TO THE FEDERAL FISCAL YEARS (FFY) 2021-2025 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2021-2025 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds Amendment No. 5 to the FFY 2021-2025 RTIP in conformance with the 2050 Regional Transportation Plan (RTP); and

WHEREAS, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2021-2025 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2021-2025 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 5 to the FFY 2021-2025 Regional Transportation Improvement Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on January 20, 2023.

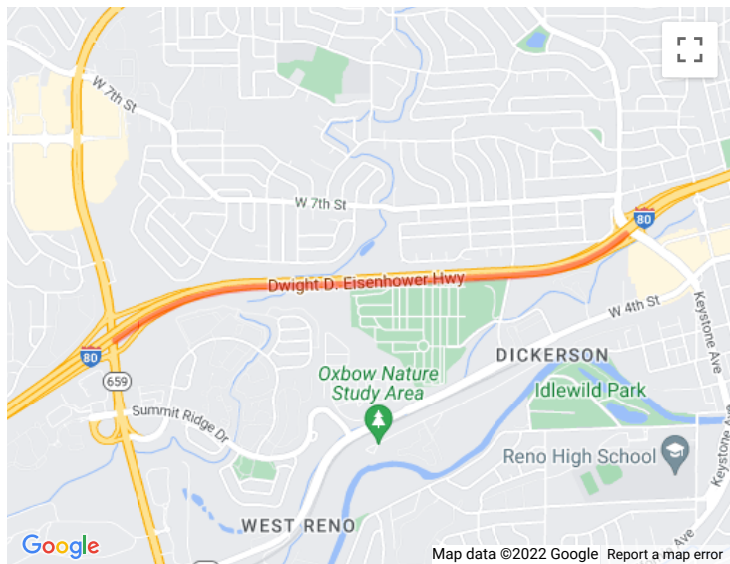
Ed Lawson, Chair
Regional Transportation Commission

ALL Transportation Improvement Program, 23-04-RTC Washoe Amendment 2023-2027

9 Projects Listed

<i>State TIP ID</i>	WA20220002	<i>MPO/TIP</i>	RTC Washoe 23-04	<i>Local ID</i>		<i>Total Cost</i>	\$20,750,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Brian Deal 775-888-7654	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Non-Exempt	<i>TCM</i>	No	<i>Construction2023 start</i>	
<i>Project Name</i>	I-80 Keystone Package 2, Phase 2B						
<i>Project Limits</i>	At From WA MP 10.68 To WA MP 12.45 of Distance (mile) 1.77 Begin: 10.68 End: 12.45						
<i>Scope</i>	WIDEN FOR EB AUXILIARY LANE, SOUNDWALL INSTALLATION, BARRIER RAIL UPGRADE, CULVERT LINING AND REPLACEMENT, HARDWARE UPGRADE FOR ITS DEVICES, AESTHETIC AND FENCING IMPROVEMENTS						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	NHPP	-	\$19,712,500	-	-	-	-	-	\$19,712,500
CON	State Match - Nv	-	\$1,037,500	-	-	-	-	-	\$1,037,500
	<i>Total Construction</i>	-	\$20,750,000	-	-	-	-	-	\$20,750,000
	<i>Total Programmed</i>	-	\$20,750,000	-	-	-	-	-	\$20,750,000



Version History

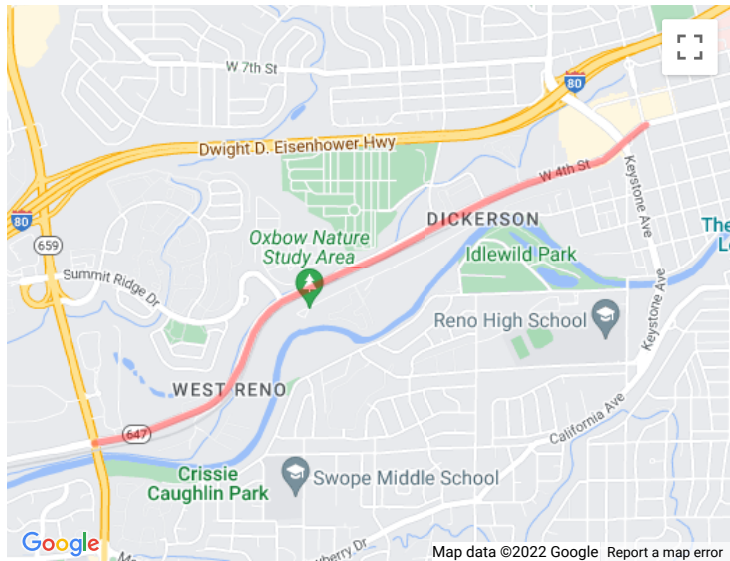
TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-04 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i> WA20220035	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$27,435,000
<i>Lead Agency</i> RTC Washoe	<i>Contact</i> Doug Maloy (775)335-1865	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Active Transportation (Bike/Ped)	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction</i> 2025 start
<i>Project Name</i> West 4th St Improvements - West McCarran Blvd to Vine St			
<i>Project Limits</i> At W. 4th Street From W. McCarran Blvd To Vine St of Distance (mile) 2.15 mi			
<i>Scope</i> Construct enhanced sidewalks, bus/bike lanes, and intersection improvements.			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	-	\$3,500,000	-	-	-	-	\$3,500,000
	<i>Total Preliminary Engineering</i>	-	-	\$3,500,000	-	-	-	-	\$3,500,000
CON	HSIP	-	-	-	\$13,828,000	-	-	-	\$13,828,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$10,107,000	-	-	-	\$10,107,000
	<i>Total Construction</i>	-	-	-	\$23,935,000	-	-	-	\$23,935,000
	<i>Total Programmed</i>	-	-	\$3,500,000	\$23,935,000	-	-	-	\$27,435,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-04 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	XS20220005	<i>MPO/TIP</i>	RTC Washoe 23-04	<i>Local ID</i>		<i>Total Cost</i>	\$0
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Amanda Callegari (775)335-1881	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	Sierra St Bridge Replacement - Package 1 (NEPA)						
<i>Project Limits</i>	At Sierra St Bridge# 1						
<i>Scope</i>	Replace the Sierra St Bridge. NEPA for the project.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
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Version History

<i>TIP Document</i>			<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-07	Amendment	2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
23-01	Amendment	2023-2027	09/16/2022	11/10/2022	11/30/2022	11/10/2022
23-04	Amendment	2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

Delete project

Funding Change(s):

Total project cost decreased from \$3,500,000 to

<i>State TIP ID</i> WA20220025	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$33,600,000
<i>Lead Agency</i> RTC Washoe	<i>Contact</i> Amanda Callegari (775)335-1881	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Bridge/Structures	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction</i> 2026 start
<i>Project Name</i> Sierra St Bridge Replacement - Package 2 (construction)			
<i>Project Limits</i> At Sierra St Bridge# 1			
<i>Scope</i> Replace the Sierra St Bridge. Construction for the project.			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	BRIDGE FORMULA PGM OFF-SYS	-	\$3,500,000	-	-	-	-	-	\$3,500,000
	<i>Total Preliminary Engineering</i>	-	\$3,500,000	-	-	-	-	-	\$3,500,000
ROW	Local Fuel Tax - RTCWA	-	-	-	-	\$100,000	-	-	\$100,000
	<i>Total Right of Way</i>	-	-	-	-	\$100,000	-	-	\$100,000
CON	BRIDGE FORMULA PGM OFF-SYS	-	-	-	-	\$12,500,000	-	-	\$12,500,000
CON	Local Fuel Tax - RTCWA	-	-	-	-	\$6,700,000	-	-	\$6,700,000
CON	STBG Bridge	-	-	-	-	\$10,800,000	-	-	\$10,800,000
	<i>Total Construction</i>	-	-	-	-	\$30,000,000	-	-	\$30,000,000
	<i>Total Programmed</i>	-	\$3,500,000	-	-	\$30,100,000	-	-	\$33,600,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-01 Amendment 2023-2027	09/16/2022	11/10/2022	11/30/2022	11/10/2022
23-04 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

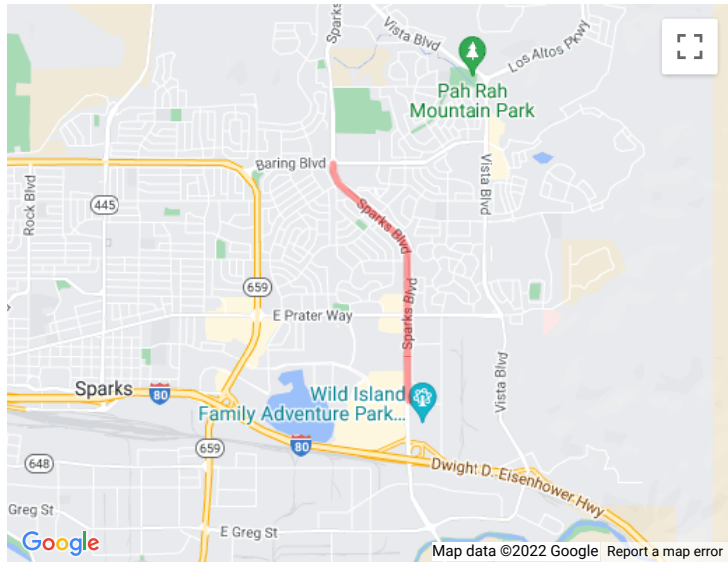
SCHEDULE / FUNDING / SCOPE - Other, changed mix of funding sources and combined with design phase project

Funding Change(s):

Total project cost increased from \$30,000,000 to \$33,600,000

<i>State TIP ID</i> WA20190041	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$66,800,000
<i>Lead Agency</i> RTC Washoe	<i>Contact</i> Jeff Wilbrecht 7753351872	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Capacity	<i>Air Quality</i> Non-Exempt	<i>TCM</i> No	<i>Construction</i> 2025 start
<i>Project Name</i> Sparks Boulevard Corridor - Phase 2			
<i>Project Limits</i> At Sparks Boulevard From Lincoln Way To Baring Boulevard of Distance (mile) 1.35			
<i>Scope</i> Widen roadway from 4 to 6 lanes and construct multimodal improvements.			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	\$6,000,000	-	-	-	-	-	-	\$6,000,000
	<i>Total Preliminary Engineering</i>	\$6,000,000	-	-	-	-	-	-	\$6,000,000
ROW	Local Fuel Tax - RTCWA	-	-	\$3,000,000	-	-	-	-	\$3,000,000
	<i>Total Right of Way</i>	-	-	\$3,000,000	-	-	-	-	\$3,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$52,800,000	-	-	-	\$52,800,000
CON	STBG WA	-	-	-	\$5,000,000	-	-	-	\$5,000,000
	<i>Total Construction</i>	-	-	-	\$57,800,000	-	-	-	\$57,800,000
	<i>Total Programmed</i>	\$6,000,000	-	\$3,000,000	\$57,800,000	-	-	-	\$66,800,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
20-09 Amendment 2020-2024	05/22/2020	05/27/2020	06/01/2020	N/A
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05 Amendment 2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
23-04 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

Current Change Reason

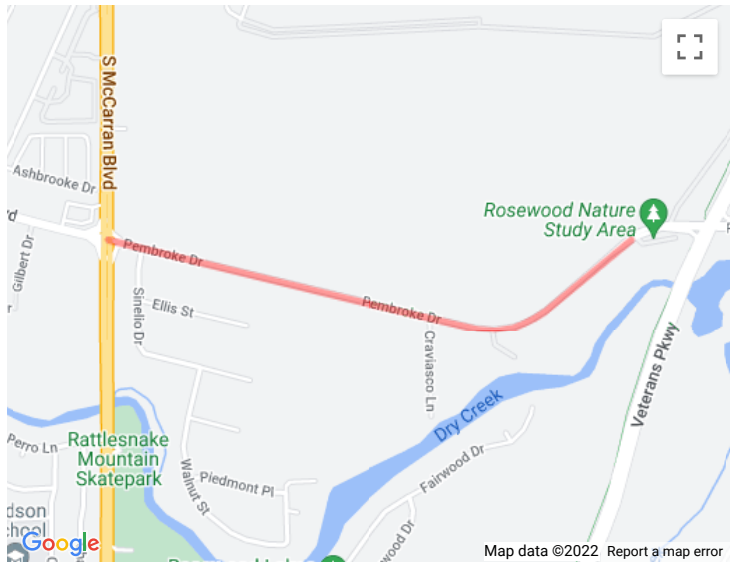
SCHEDULE / FUNDING / SCOPE - Carry over from 21-05

Funding Change(s):

Total project cost increased from \$49,300,000 to \$66,800,000

<i>State TIP ID</i> WA20210006	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$19,000,000
<i>Lead Agency</i> RTC Washoe	<i>Contact</i> Daniel Doenges (775)335-1901	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Capacity	<i>Air Quality</i> Non-Exempt	<i>TCM</i> No	<i>Construction</i> 2025 start
<i>Project Name</i> Pembroke Drive Capacity & Safety Project			
<i>Project Limits</i> At Pembroke Drive From McCarran Blvd To Veterans Pkwy of Distance (mile) 1			
<i>Scope</i> Widen roadway from McCarran Blvd to Veterans Pkwy; includes associated safety improvements.			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	\$2,000,000	-	-	-	-	-	\$2,000,000
	<i>Total Preliminary Engineering</i>	-	\$2,000,000	-	-	-	-	-	\$2,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$17,000,000	-	-	-	\$17,000,000
	<i>Total Construction</i>	-	-	-	\$17,000,000	-	-	-	\$17,000,000
	<i>Total Programmed</i>	-	\$2,000,000	-	\$17,000,000	-	-	-	\$19,000,000



Version History

<i>TIP Document</i>		<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-03	Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05	Amendment 2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
23-04	Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

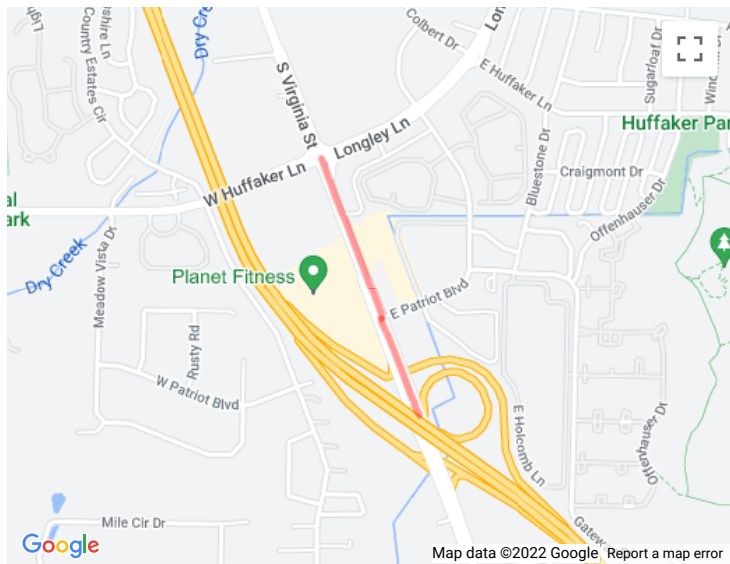
SCHEDULE / FUNDING / SCOPE - Carry over from 21-05

Funding Change(s):

Total project cost increased from \$2,000,000 to \$19,000,000

<i>State TIP ID</i> WA20210007	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$24,600,000
<i>Lead Agency</i> RTC Washoe	<i>Contact</i> Daniel Doenges (775)335-1901	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Capacity	<i>Air Quality</i> Non-Exempt	<i>TCM</i> No	<i>Construction</i> 2024 start
<i>Project Name</i> South Virginia Street & I-580 Exit 29 Capacity & Safety Project			
<i>Project Limits</i> At South Virginia Street From I-580 off ramp To Longley Lane of Distance (mile) .35			
<i>Scope</i> Addition of northbound lane between I-580 off ramp and Longley Lane with associated safety improvements.			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	\$2,000,000	-	-	-	-	-	\$2,000,000
	<i>Total Preliminary Engineering</i>	-	\$2,000,000	-	-	-	-	-	\$2,000,000
CON	Local Fuel Tax - RTCWA	-	-	\$22,600,000	-	-	-	-	\$22,600,000
	<i>Total Construction</i>	-	-	\$22,600,000	-	-	-	-	\$22,600,000
	<i>Total Programmed</i>	-	\$2,000,000	\$22,600,000	-	-	-	-	\$24,600,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
23-04 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Carry over from 21-03

Funding Change(s):

Total project cost increased from \$2,000,000 to \$24,600,000

<i>State TIP ID</i> WA20170146	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$185,450,903
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> Robert Vrooman 775-888-7317	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Major/New Construction	<i>Air Quality</i> Non-Exempt	<i>TCM</i> No	<i>Construction</i> 2023 start
<i>Project Name</i> US 395, North Valleys, McCarran to Golden Valley, Phase 1B			
<i>Project Limits</i> At From McCarran To Golden Valley Structure of Distance (mile) 4.05 Begin: 27.06 End: 31.11			
<i>Scope</i> CONSTRUCT AUX LANE NB AND SB, CONSTRUCT TRAVEL LANE SB, CONSTRUCT NEW BRAIDED RAMP AT PANTHER VALLEY INTERCHANGE, AND REHAB EXISTING PAVEMENT			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	\$1,230,000	\$4,586,844	-	-	-	-	-	\$5,816,844
	<i>Total Preliminary Engineering</i>	\$1,230,000	\$4,586,844	-	-	-	-	-	\$5,816,844
ROW	State Gas Tax	\$130,000	-	-	-	-	-	-	\$130,000
	<i>Total Right of Way</i>	\$130,000	-	-	-	-	-	-	\$130,000
CON	NHPP	-	\$120,339,753	-	-	-	-	-	\$120,339,753
CON	STBG State-Wide	-	\$50,189,103	-	-	-	-	-	\$50,189,103
CON	State Match - Nv	-	\$8,975,203	-	-	-	-	-	\$8,975,203
	<i>Total Construction</i>	-	\$179,504,059	-	-	-	-	-	\$179,504,059
	<i>Total Programmed</i>	\$1,360,000	\$184,090,903	-	-	-	-	-	\$185,450,903



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
18-01.1	Amendment 2018-2022	09/11/2017	09/12/2017	N/A
19-00	Adoption 2019-2023	08/17/2018	09/17/2018	09/18/2018
19-01	Amendment 2019-2023	12/12/2018	12/12/2018	N/A
20-00	Adoption 2020-2024	09/20/2019	09/30/2019	10/07/2019
20-09	Amendment 2020-2024	05/22/2020	05/27/2020	06/01/2020
21-00	Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020
21-01	Amendment 2021-2025	11/20/2020	12/02/2020	12/09/2020
21-03	Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021
23-04	Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>

Current Change Reason

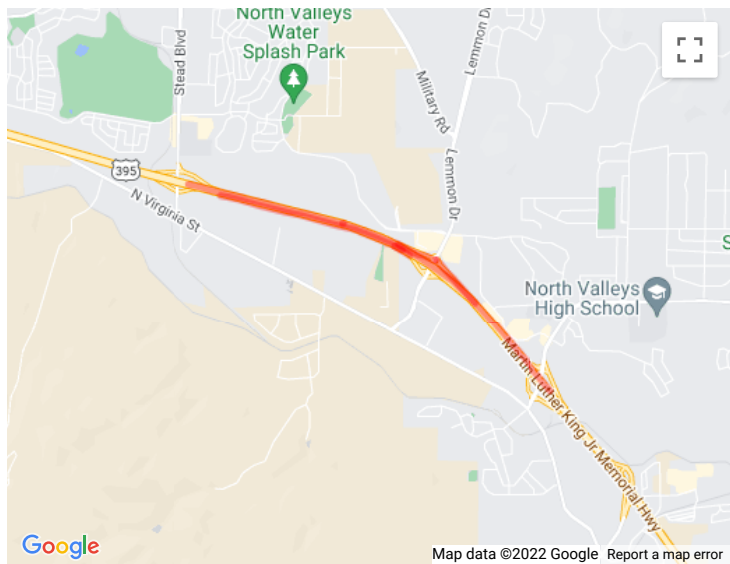
SCHEDULE / FUNDING / SCOPE - Carry over from 21-03

Funding Change(s):

Total project cost increased from \$94,750,000 to \$185,450,903

<i>State TIP ID</i> WA20180057	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$149,315,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> Robert Vrooman 775-888-7317	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Preservation	<i>Air Quality</i> Non-Exempt	<i>TCM</i> No	<i>Construction</i> 2026 start
<i>Project Name</i> US 395, North Valleys, Golden Valley to Stead, Phase 2 - capacity, operational, and pavement rehab			
<i>Project Limits</i> At From Golden Valley To Stead of Distance (mile) 2.83 Begin: 31.11 End: 33.94			
<i>Scope</i> GOLDEN VALLEY TO LEMMON VALLEY; CONSTRUCT AN ADDITIONAL TRAVEL LANE, AUX LANE, AND REHABILITATE EXISTING LANES NB & SB. LEMMON VALLEY TO STEAD; CONSTRUCT AN ADDITIONAL TRAVEL LANE AND REHABILITATE EXISTING LANES			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	\$400,000	-	-	-	-	-	-	\$400,000
	<i>Total Preliminary Engineering</i>	\$400,000	-	-	-	-	-	-	\$400,000
ROW	State Gas Tax	\$15,000	-	-	-	-	-	-	\$15,000
	<i>Total Right of Way</i>	\$15,000	-	-	-	-	-	-	\$15,000
CON	INFRA Grant	-	-	-	-	\$88,900,000	-	-	\$88,900,000
CON	NHPP	-	-	-	-	\$57,000,000	-	-	\$57,000,000
CON	State Match - Nv	-	-	-	-	\$3,000,000	-	-	\$3,000,000
	<i>Total Construction</i>	-	-	-	-	\$148,900,000	-	-	\$148,900,000
	<i>Total Programmed</i>	\$415,000	-	-	-	\$148,900,000	-	-	\$149,315,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
19-00 Adoption 2019-2023	09/14/2018	09/17/2018	09/26/2018	09/19/2018
20-27 Amendment 2020-2024	10/29/2019	10/29/2019	N/A	N/A
20-30 Amendment 2020-2024	03/31/2020	04/15/2020	N/A	N/A
21-00 Adoption 2021-2025	08/28/2020	08/31/2020	09/21/2020	09/24/2020
21-01 Amendment 2021-2025	11/20/2020	12/02/2020	12/09/2020	12/03/2020
23-04 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Positive or negative change in the anticipated fund allocation is received, so long as there is no impact to fiscal constraint., Significant change in the design or scope of any project identified in the STIP/RTIP.

Funding Change(s):

Total project cost increased from \$70,415,000 to \$149,315,000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Dale Keller, P.E., Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of a report regarding potential new Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program.

BACKGROUND AND DISCUSSION

The RTC is responsible for administering the regional street and highway program (S&H Program) for Washoe County. The S&H Program is funded from a variety of local, state, and federal funding sources including the Fuel Tax Fund, Sales Tax Fund, and Regional Road Regional Road Impact Fee Fund. If a project is proposed to be financed from the Fuel Tax Fund, the RTC Board must approve the project and the County must authorize the use of fuel tax on the project. NRS Chapter 373. In accordance with various statutory requirements, the County and the governing bodies of the City of Reno and the City of Sparks, as appropriate, authorize the RTC to design, survey, engineer, acquire real property through purchase or eminent domain, and construct the projects through interlocal agreements.

The potential new Fiscal Year 2024 projects are depicted in Attachment A. At a future RTC Board meeting, staff will present a final list of projects, as well as related interlocal agreements, for possible Board action.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

CITY OF RENO NEW PROJECTS 2024

MILITARY ROAD CAPACITY

Widen Military Road from 2 lanes to 4 lanes

2025
\$30 Million Investment

BUCK DRIVE CIRCULATION

Improve traffic circulation between Lemmon Dr and North Valleys Dr

2025
\$4 Million Investment

NORTH VALLEYS N. VIRGINIA ST CAPACITY

Widen N. Virginia St. from 2 to 4 lanes between Panther Dr, to Stead Blvd.

2026
\$50 Million Investment

TRUCKEE MEADOWS SAFE STREETS AND ROADS FOR ALL

- 4th St. - Keystone to Evans Ave.
- 5th St. - Keystone to Evans
- 6th St. - Ralston St. to 4th St.
- Kirman Ave. - Cazassa Dr. to Kuenzil St.
- Sutro St. - Oddie Blvd to N. McCarran
- Vassar St. - Holcomb Ave to Terminal Way
- Vine St - Riverside Dr. to University Terrace
- Wells Ave - Moran St. to 9th St.

2025

VIRGINIA ST BRT SOUTH

Provide NB Bus-Only lane and ADA improvements on S. Virginia St. between Peckham Ln and Gentry Way

2025
\$15 Million Investment

MCCARRAN BLVD SAFETY & OPERATIONAL IMPROVEMENTS

Plumb Lane to S. Virginia St

2025
\$15 Million Investment

MT. ROSE HIGHWAY OPERATIONAL IMPROVEMENTS (WC)

Traffic and Safety improvements between Bordeaux Dr. and Thomas Creek Rd

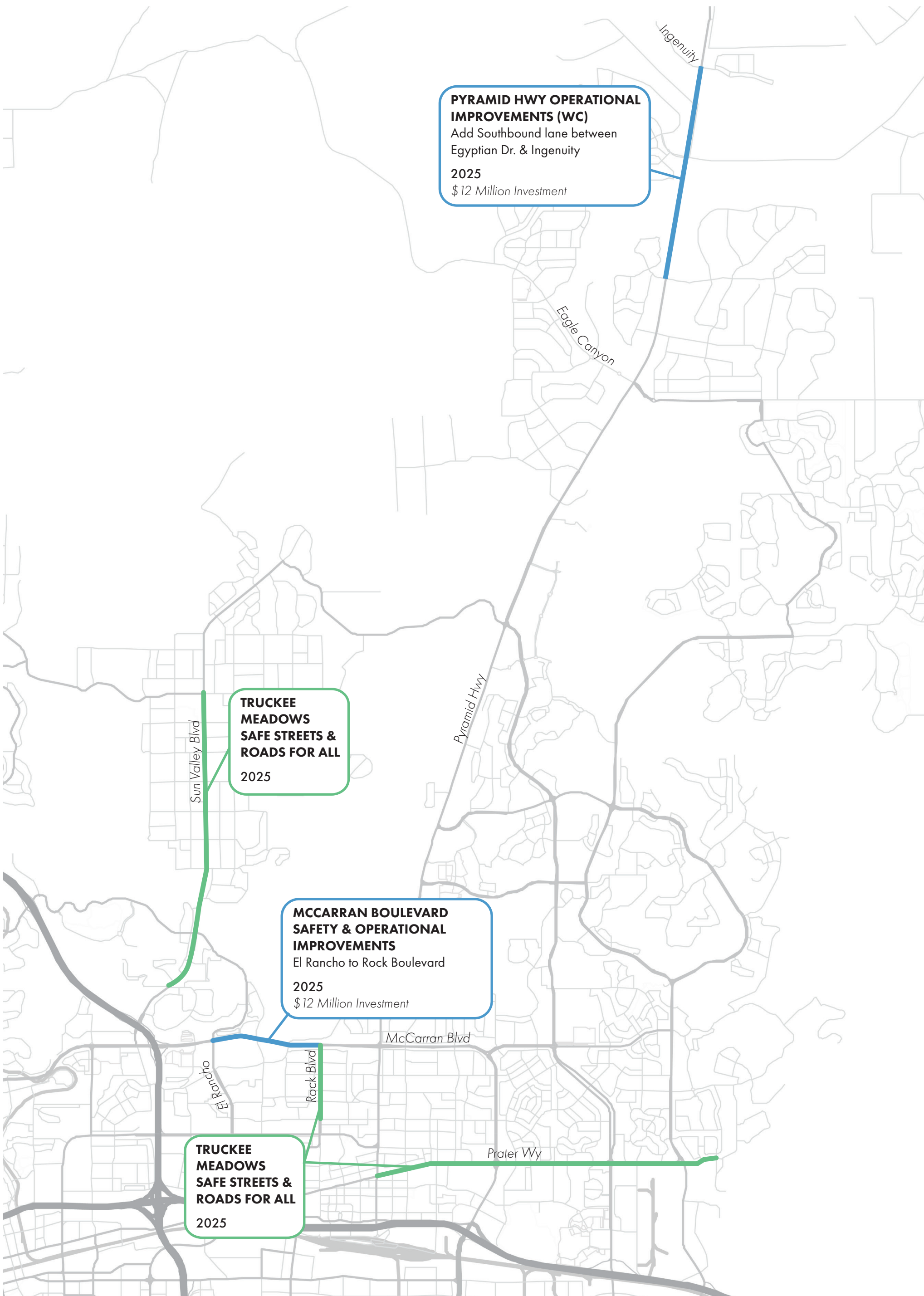
2025
\$10 Million Investment

Geiger Grade Realignment

New 4 lane road between Virginia Street and Toll Road

2026
\$20 Million Investment

CITY OF SPARKS NEW PROJECTS 2024



PYRAMID HWY OPERATIONAL IMPROVEMENTS (WC)
Add Southbound lane between Egyptian Dr. & Ingenuity
2025
\$12 Million Investment

TRUCKEE MEADOWS SAFE STREETS & ROADS FOR ALL
2025

MCCARRAN BOULEVARD SAFETY & OPERATIONAL IMPROVEMENTS
El Rancho to Rock Boulevard
2025
\$12 Million Investment

TRUCKEE MEADOWS SAFE STREETS & ROADS FOR ALL
2025



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Executive Director Report. Monthly verbal update/messages from RTC Executive Director Bill Thomas
- no action will be taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Paul Nelson, Government Affairs Officer

RECOMMENDED ACTION

Federal Report. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken on this item.

Monthly Federal Update for the Regional Transportation Commission of Washoe County

Prepared by Cardinal Infrastructure

Prepared January 11th, 2023

Congressional Update

After a contentious week that saw 14 elections end without a speaker, Kevin McCarthy (CA-20) was finally chosen to lead the 118th Congress. Among major concessions granted by McCarthy to his detractors was a “motion to vacate” that allows any single member to call for a vote to remove the speaker from office.

The House will now begin to conduct legislative business. With Republicans now in control, there will be a vote on several House rule changes. Some of which have been implemented by previous R-controlled chambers, and some rules that are new and intentionally disruptive. Among the proposed changes (it is still unclear whether House Rs will pass the rules package in full as many defense hawks and moderate Rs do not want to go along with many of the changes) are budget caps on future negotiations (based on FY22 levels), cuts to defense spending, 3/5s majority needed for tax increases, votes on all spending bills, "cut go" spending whereby new spending needs to be paid for with cuts rather than new revenues, and 72 hours for Members to read bills.

STB Vice Chair Announced

The Surface Transportation Board (STB) [has selected](#) current Board Member and Democrat Karen J. Hedlund as the new Vice Chairman of the board. Hedlund, who is a current board member, will replace Republican Michelle Schultz. The STB’s Vice Chairmanship rotates among the Members on an annual basis.

Five Transit Topics to watch in 2023

Mass Transit Magazine recently published [five transit topics to watch in 2023](#). They include; pursuing lower emissions goals, continued inflationary and supply chain pressure, the frustration and innovation of modern recruiting, bridging the gap between perception and reality in rider experience, and the continued growth of microtransit.

ARPA Funding

Tucked into the recent Consolidated Appropriations Act of 2023 was a change in how Federal coronavirus relief dollars could be spent on things not directly related to the pandemic. Under the rules, state and local governments will be able to use up to \$10 million or 30% of their American Rescue Plan allotment, whichever is greater, for transportation infrastructure projects like new roads and bridges as well as aid to people affected by natural disasters. The newly expanded spending options are expected to take effect by late February, after the Treasury releases updated guidance.

House Transportation & Infrastructure

U.S. Rep. Sam Graves (R-MO) has been selected to serve as Chairman of the Transportation and Infrastructure Committee (T&I Committee) in the 118th Congress, the Republican Conference reported Jan. 10. Graves has served as the Committee’s Ranking Republican Member for the last four years. Among the many items on his agenda for the upcoming two years are executive administration oversight, implementation of the Infrastructure law, a pipeline safety bill, a Coast Guard bill, the next Water Resources Development Act, and more.

EPA Heavy Duty Trucks

The Environmental Protection Agency recently [finalized](#) stricter clear-air standards for heavy trucks that the agency said are 80% stronger than current limits. The new rules, which will go into effect starting in 2027, is estimated to reduce nitrogen-oxide emissions from trucks by more than 40% by 2040 and by nearly 50% by 2045.

2023 RAISE NOFO

The Department of Transportation recently published an amended RAISE NOFO available [here](#). The deadline for applications is 11:59 PM EST on February 28, 2023 and selections will be announced no later than June 28, 2023.

Areas of Persistent Poverty NOFO

The FTA [announced](#) recently that \$20 million in competitive grant funding is now available for FY 2023 through its Areas of Persistent Poverty (AoPP) Program. The AoPP program supports planning and technical studies to improve public transportation in areas experiencing long-term economic hardship. Applications are due by 11:59 PM EST on Mar 10, 2023.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/20/2023

From: Tracy Larkin Thomason, Director of NDOT

RECOMMENDED ACTION

NDOT Report. Monthly verbal update/messages from Director of NDOT, Tracy Larkin Thomason - no action will be taken on this item.