



LOCATION:

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

**DATE Dec. 20, 2019
TIME 9:00 a.m.**

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

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

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

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

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

SPECIAL RECOGNITIONS:

- Recognition of the RTC by the Food Bank of Northern Nevada for the Stuff-A-Bus Holiday Food Drive
- Recognition of the RTC by Washoe County Social Services Department for the Stuff A Bus Drive-by Donation Drive for Foster & Adoptive Children

1. APPROVAL OF AGENDA (For Possible Action)

2. PUBLIC INPUT

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

3. CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the October 24, 2019, meeting (*For Possible Action*)
- 3.2 Approve the minutes of the November 15, 2019, meeting (*For Possible Action*)

Engineering

- 3.3 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)
- 3.4 Acknowledge receipt of the Lemmon Drive monthly progress report (*For Possible Action*)

Public Transportation/Operations

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

Planning

- 3.6 Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*
3.7 Acknowledge receipt of report on the 2050 RTP visioning exercise *(For Possible Action)*

Administration

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

Procurement and Contracts

- 3.9 Approve the contract for the purchase of twenty-three (23) Genfare Fast Fare fareboxes for use on RTC RIDE coaches in an amount not to exceed \$381,668; authorize the RTC Interim Director to execute the agreement *(For Possible Action)*
- 3.10 Approve the purchase of seventeen (17) electric hybrid fixed-route buses utilizing the Commonwealth of Virginia Fleet Vehicles procurement contract number E194-75548 for an estimated amount not to exceed \$13,855,000; authorize the RTC Interim Director to execute the agreement *(For Possible Action)*
- 3.11 Approve the Request for Proposal (RFP) for the provision of RTC VANPOOL service *(For Possible Action)*
- 3.12 Approve Change Order (CO) No. 05 for additional work items that provide better tie-in of the project to side streets directly adjacent to the project. This includes removal and replacement of associated improvements as listed:

Additional sidewalk on Walts Lane
Additional sidewalk, curb, and gutter on Arroyo Street
Additional curb and gutter at Mt. Rose Street
Additional pavement on Caliente Street

This change increases total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th Street, by \$129,634, for a new total contract amount of \$48,005,353; authorize the RTC Interim Executive Director to execute CO No. 05 *(For Possible Action)*

- 3.13 Approve Change Order (CO) No. 06, for revisions to the project design after execution of guaranteed maximum price (GMP) construction manager at risk (CMAR) contract.

This change increases total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th, by \$117,596, for a new total contract amount of \$48,122,950; authorize the RTC Interim Executive Director to execute CO No. 05 *(For Possible Action)*

- 3.14 Approve a Professional Services Agreement (PSA) with Atkins Engineering, SNA-Lavalin to provide design services and optional engineering during construction for the Sky Vista Parkway Widening and Rehabilitation project in an amount not to exceed \$1,709,038; authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*
- 3.15 Approve Amendment No. 2 to the existing Professional Services Agreement (PSA) between the RTC and CFA, Inc. for additional construction services related to extending the construction contract duration for the Sparks Consolidated 19-01 Project in the amount of \$44,000, for a new not to exceed amount of \$464,943; authorize the RTC Interim Executive Director to execute the amendment *(For Possible Action)*

- 3.16 Approve an amendment to the existing agreement with Universal Protection Service, Inc. in an amount not-to-exceed \$129,170, to provide security services for five parcels RTC rents or owns as part of the Virginia Street Bus RAPID Transit Extension Project; authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*

Inter-Agency Agreements

- 3.17 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the University of Nevada, Reno (UNR) for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$375,000; authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*
- 3.18 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$75,000; authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*
- 3.19 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Sparks for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$100,000; authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*

Right-of-Way Documents

- 3.20 Approve a transfer of right of way from the Regional Transportation Commission (RTC) to the Nevada Department of Transportation (NDOT) previously relinquished to RTC for a portion of Double R Boulevard *(For Possible Action)*

~END OF CONSENT AGENDA~

4. METROPOLITAN PLANNING AGENCY (MPO)

- 4.1 Receive a report on the NDOT Spaghetti Bowl Project and provide input accordingly *(For Possible Action)*
- 4.2 Approve Amendment No. 1 to Cooperative Agreement Number R170-19-015 with NDOT for installing Phase 1 of the Spaghetti Bowl Project otherwise known as the Spaghetti Bowl Xpress (SBX) in the total amount of \$30,000,000 spread over four fiscal years; authorize the RTC Chairman to execute the amendment *(For Possible Action)*

5. PUBLIC HEARINGS

- 5.1 **Public hearing - no earlier than 9:05 a.m. Time Certain:**
Discussion and recommendation to approve the resolution adopting Amendment No. 1 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process.
1. Staff presentation
 2. Public input
 3. Recommendation to approve the resolution adopting Amendment No. 1 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process *(For Possible Action)*

6. DIRECTOR REPORTS

- 6.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
- 6.2 **FEDERAL REPORT** - *no action required*
- 6.3 **NDOT** Monthly updates/messages from NDOT Deputy Director Cole Mortensen – *no action required*

7. FINANCE

- 7.1 Receive a report on the FY 2019 Comprehensive Annual Financial Report (CAFR) for the Regional Transportation Commission of Washoe County (RTC) and authorize staff to submit the document to the Nevada Department of Taxation (*For Possible Action*)

8. ENGINEERING

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

9. GENERAL ADMINISTRATION (*For Possible Action*)

- 9.1 Discussion and possible action pertaining to the recruitment process to fill the position of RTC Executive Director (*For Possible Action*)
- 9.2 **Legal Issues** - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.

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

11. MEMBER ITEMS

12. ADJOURNMENT (*For Possible Action*)



REGIONAL TRANSPORTATION COMMISSION


Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 2.1

TO: Regional Transportation Commission

FROM: 
Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Public Input

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

AC/dt



REGIONAL TRANSPORTATION COMMISSION

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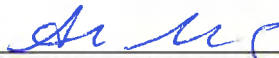
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 2.2

TO: Regional Transportation Commission

FROM: Dan Doenges, PTP, RSP
Planning Manager/Interim Director of
Planning



Amy Cummings, AICP, LEED AP
Interim Executive Director

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

SUBJECT: December 2019 Advisory Committees Summary Report

RECOMMENDATION

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

SUMMARY

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

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

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

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

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ADDITIONAL BACKGROUND

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC December 4, 2019, meeting was canceled due to weather concerns.

Technical Advisory Committee (TAC)

The TAC met on December 4, 2019, and recommended approval of Amendment 1 to the FFY 2020-2024 RTIP. The TAC also received reports on the Arlington Avenue Bridges Replacement and Lemmon Drive Capacity Projects, as well as reports on Pedestrian Safety Zones/signalized pedestrian crossings and an update on the development of the 2050 RTP.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in November or December.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

8:30 A.M.

October 24, 2019

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman (arrived 9:55)
Neoma Jardon, Reno City Council Member, Vice Chair
Bonnie Weber, Reno City Council Member (alternate)
Vaughn Hartung, Washoe County Commissioner
Ron Smith, Sparks City Council Member**

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

NOT PRESENT:

Oscar Delgado, Reno City Council Member

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

**PRESENTATION OF THE NEVADA STRATEGIC SAFETY PLAN AWARDS IN
RECOGNITION OF THE VISION ZERO TRUCKEE MEADOWS INITIATIVE**

Amy Davy, Director of the Nevada Office of Traffic Safety and State Highway Safety Coordinator, spoke in recognition of the RTC and its partners for the Project of the Year – the Truckee Meadows Vision Zero Project. Additionally, Ms. Rebecca Kapuler, RTC Senior Technical Planner, was awarded with the Transportation Professional of the Year for her tireless work to ensure the success of the Vision Zero Truckee Meadows Task Force.

Ms. Kapuler thanked everyone on the task force and the local entities for their contributions to the project.

Vice Chair Jardon thanked everyone involved for their participation in making this project such a great success.

Item 1 APPROVAL OF AGENDA

Executive Director Lee Gibson requested that Item 2.2 be removed from the agenda as there were no advisory committee meetings to report on and it was inadvertently left on the agenda.

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

Item 2.1 PUBLIC INPUT

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

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

Items 3 CONSENT ITEMS

Commissioner Hartung said he had a question on Item 3.16 but did not want the item pulled, so went ahead and asked his questions at this time. The question was whether the RTC has been successful in relocating the bookstore and other businesses yet.

Mr. Brian Stewart, RTC Director of Engineering, responded that the process is currently underway, but not yet complete.

Minutes

3.1 Approve the minutes of the September 20, 2019, meeting (*For Possible Action*)

Engineering

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

Public Transportation/Operations

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

Planning

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

Administration

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

3.6 Authorize the RTC Executive Director to enter into agreements with the recommended senior and co-managers for December 2019 refunding of Series 2010B and 2010C fuel tax revenue bonds (*For Possible Action*)

3.7 Approve addition of new language to the RTC Personnel Rules to include: 1) Rest Periods 2) Meal Periods; 3) Responsibility for Time Reporting; 4) Standard Operating Hours; and 5) Flextime. Approve modification to Personnel Rule (11.2.3) Holidays – Fixed and Floating. Approve modification of RTC Management Policy P-22 Drug and Alcohol and change the name to Drug and Alcohol Free Workplace. Approve a new RTC Management Policy P-61 Social Media (*For Possible Action*)

Procurement and Contracts

- 3.8 Approve the award and agreement with Brasco International Inc., for the purchase of fifty (50) passenger shelters (ten (10) shelters per year for five (5) years); total contract value not to exceed \$518,440; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.9 Approve a Professional Services Agreement (PSA) with Kimley-Horn & Associates to provide design services for the Kuenzli Street Conversion Project in an amount not to exceed \$225,414, authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.10 Authorize the procurement for the selection of Engineering Professional Services for the Design of the Sparks Boulevard Capacity Project (*For Possible Action*)
- 3.11 Approve a Professional Services Agreement (PSA) with Lumos and Associates for the 2020 Preventive Maintenance Program project for design services and construction management services in the amount of \$784,720; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.12 Approve a Professional Service Agreement with Nichols Consulting Engineers to provide data collection services, pavement condition data uploads into local agency microPaver databases and update of the Regional Transportation Commission's (RTC's) Pavement Management System in an amount not-to-exceed \$299,272; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.13 Approve the purchase of two (2) electric fixed-route buses and two (2) bus chargers utilizing the State of Georgia Fleet Vehicles procurement contract number 99999-001-SPD0000138 in the amount of \$1,969,648; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

Inter-Agency Agreements

- 3.14 Approve an Interlocal Cooperative Agreement (ICA) between RTC and the University of Nevada, Reno (UNR) Civil Engineering Department for research using Light Detection and Ranging (LiDAR) technology for the LiDAR Living Lab project in the amount of \$450,000; authorize the Executive Director to execute the agreement (*For Possible Action*)
- 3.15 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for additional utility conduits on Virginia Street during the construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project in an amount not to exceed \$65,997, paid by the City of Reno; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

Resolutions of Condemnation

- 3.16 Approve the attached Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire the full fee acquisition of the parcel known as APN 007-183-19 from Hotshots, Inc., a Nevada corporation, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)

On motion of Commissioner Hartung, seconded by Weber, which motion carried unanimously by those present, Vice Chair Jardon ordered that Consent Items 3.1 through 3.16 be approved.

Items 4 DIRECTOR REPORTS

4.1 RTC Executive Director Report

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

1. Stuff A Bus for Foster Children was held from 10 am to 6 pm on Oct. 24th at the Sam's Club on Kietzke Lane.

This event is in collaboration with the Washoe County Human Services Agency and Sam's Club to support foster children to collect new and unused winter items, including winter coats, jackets, boots, shoes, socks, and blankets. With more than 700 children in foster care in our community at any given time, these items will help keep children warm throughout the winter. Cash and gift card donations are also appreciated.

2. Later in the day, the RTC is hosting a community meeting to present the draft RTC ADA Transition Plan.

The meeting will be held at The Innevation Center at 450 Sinclair Street in Reno from 5 pm to 7 pm, with a presentation at 5:30 p.m. The presentation will be livestreamed on our Facebook page.

3. In September, the 2019 Metropolitan Planning Organization Certification Review was conducted by representatives from the Federal Highway Administration and the Federal Transit Administration. This certification is conducted every four years by reviewing our processes to implement our projects, programs and services as part of the federal mandates we are required to do.

A portion of the review included a tour of our projects and a briefing from our community partners involved with the 4th Street/Prater Way project and the Virginia Street BRT Extension Project. (photos were shown on the screen)

E.D. Gibson was proud to say the RTC has been certified through 2023 and received commendations for quality of the 2040 Regional Transportation Plan, implementation of the UPWP studies, incorporation of complete streets initiatives within projects, and an outstanding public involvement process as evidenced by the strong connection within the community.

4. On Tuesday, November 5th, we are having a community meeting for the South Meadows Multimodal Transportation Study at the Zeppelin located at 1445 South Meadows Parkway in Reno from 5 to 7 pm.

From the first meeting, there were 1,069 participants in the survey and we received nearly 3,000 comments from them. At this meeting, we will provide an update about the analysis we did for the comments received.

A presentation will be given at 5:30 pm and will also be livestreamed on our Facebook page. For information about the study visit rtcwashoe.com.

5. The Nevada Veterans Memorial Plaza 5th Annual Benefit Dinner will be held on November 7th at the Atlantis Paradise Ballroom at 6 pm. To purchase tickets go to NVMP.INFO.
6. On November 11th, Veterans Day, we are offering free rides on RTC transit services to everyone. We are proud to honor our veterans and their families for their service and sacrifices they have given.
7. The American Planning Association Nevada Chapter awarded Congressman Amodei with their distinguished leadership award, recognizing his contributions to the projects we have delivered such as the SouthEast Connector, 4th & Prater and the Virginia Street project which is now underway.

He extended thanks and appreciation to Congressman Amodei for his support and partnership for the work we do.

8. We are launching a new transit service on November 2nd. RTC FlexRIDE is a curb-to-curb MicroTransit service which will operate in some areas of Sparks.

The Board approved this 6-month pilot project and we are excited to bring this service to the community.

To help the community learn about this new service, we are holding pop-up events within the pilot service area to teach people how to use the app and schedule their ride. Dates and times for the pop-up events can be found on our website, social media channels, and RTC Customer Service at our transit stations.

Also on November 2nd, we will implement a transit service change to improve efficiency and on-time performance for all of our transit routes. A new Bus Book has been placed at your stations.

Mark Maloney will share highlights of the service change during his transit agenda item.

9. For your information, we have initiated a dialogue with community partners for our Human Trafficking Initiative. These partners include the Reno Tahoe Airport Authority, The Chamber, TSA and Homeland Security, Reno Police Department, Mayor Schieve and Assemblywoman Jill Tolles.

We are developing a campaign to bring awareness to this issue in our community and will also implement training for our coach and paratransit operators.

We will bring an update to you at a future board meeting.

10. October 25th is the observance of Nevada Day. RTC administrative offices will be closed. All RTC transit services will operate on the regular schedule and Customer Service will be open during regular business hours.

E.D. Gibson then announced his upcoming retirement. He has been with the RTC for 10-years and will be attending just one more Board meeting.

Commissioner Hartung asked where the RTC is at in the Lemmon Drive process.

Mr. Brian Stewart, RTC Director of Engineering, responded that a contract has been awarded to Jacobs Engineering for design of the project.

Per Dale Keller, RTC Project Manager, design of the project should be complete by next summer (2020). Additionally, the RTC is working closely with the City of Reno and Washoe County to determine what the overall mitigation strategy is for Swan Lake for the active recovery.

Commissioner Hartung then asked where Red Rock is in the Transportation Plan.

Ms. Amy Cummings, RTC Director of Planning and Deputy Executive Director, said the widening design is to begin in the next five years.

Lastly, Commissioner Hartung asked if there is any plan to extend Silver Knolls Blvd. so it will possibly connect with Red Rock in the Long Range Plan.

Ms. Cummings responded that it is not in the current RTP but is on the radar for the 2050 Plan.

Commissioner Weber asked if something can be put together to address the numerous traffic issues in the North Valleys.

Staff said that they would meet with the Commissioner outside of this meeting to discuss ideas and suggestions for improvement.

Vice Chair Jardon, Commissioner Hartung and Commissioner Weber all thanked E.D. Gibson for his service to the community and the great things he has accomplished during his tenure with the RTC.

4.2 RTC Federal Report

A written update is available in the staff report materials for this item and E.D. Gibson mentioned that there is a federal funding opportunity for \$19.19 million for FFY 2019, so staff is working with partner entities about the possibility of putting something together for submission. The FTA is very pleased with the progress on the Virginia Street construction and how smoothly everything went with the 4th/Prater project, so there may be a good chance of success.

4.3 NDOT Director Report

NDOT Director Kristina Swallow said that as a state, the pedestrian fatalities have gone down by 69 as compared to the previous year. Unfortunately, in Washoe County the fatalities have gone up. She added that there are 16 meetings for the joining forces campaigns which numerous entities participate, including the RTC.

Dir. Swallow described the manner in which avalanches will be handled in our area, including the Mt. Rose Highway. There is a back-up plan being put together if, for some reason, the system in place does not work. There are also some new snow plows and blowers being added to Mount Rose.

Next, Dir. Swallow explained the federal requirement for renumbering of the exit numbers and that the updates to the signs is underway.

She then reported back on some of the items asked about at the prior month's meeting.

The mid-block crossings on Pyramid: the NDOT team is currently developing a pedestrian crossing matrix to guide decisions on pedestrian crossings overall and to make sure there is more consistency in when and how they are installed. The matrix should be completed by the end of the year and then individual areas of concern will be looked at.

Pyramid and Calle de la Plata: the advance warding flashers have been reviewed and there are three different types of flash that can be applied. In September, the recommended guidelines were sent out to the local entities for comments and feedback. The study should be completed by the end of October and if the outcome is that all three versions will be used as appropriate for the conditions around the traffic signal, NDOT staff will communicate with the pertinent agency(s) before any changes are actually made.

I-580, Exit 61 near In & Out: a warrant study is underway and should be completed in the first quarter of next year. Depending on the outcome, they will work with the City of Reno and the RTC should a signal be warranted, and provide a timeline.

Round-about at Veterans and 341: there is a project in NDOT's "out years" to address the capacity issues and their staff will work with the City of Reno, Washoe County and the RTC when that comes up.

Commissioner Hartung asked again to make all the flashers the same on Pyramid.

Dir. Swallow said she will bring a presentation which explains the purpose for the three different flasher types.

Commissioner Hartung asked about what the plan and timeline is for widening US 395 North.

Dir. Swallow replied that construction of the portion from McCarran to Golden Valley will immediately follow the Spaghetti Bowl, Phase I. The Parr Bridge should begin sooner.

Commissioner Hartung would like to see the project go all the way to Stead.

Dir. Swallow said that it can't right away due to funding restrictions, but it will be in the second phase of the US 395 North project.

Vice Chair Jardon asked when the study on North McCarran would be completed.

Dir. Swallow responded that she would have to bring that information to the Vice Chair at a later date.

Commissioner Weber is concerned about what will happen to traffic when the bridge at Parr is taken down for rebuilding and suggested possibly doing it during a break in the school calendars.

Dir. Swallow answered that the plan is to do it during summer when school is on break. They will also try to avoid peak traffic times.

Commissioner Hartung also requested that NDOT look into widening the section of Pyramid between Egyptian to just pass Alamosa. He also complimented the Director on the expansion of the lane coming off of the haul road and said it is much safer now. He also pointed out that there is (or was) a No Engine Braking Allowed sign on the Pyramid Highway that is misspelled and needs to be corrected.

The Director said all of the local priorities will be looked at during the One Nevada Plan.

E.D. Gibson then said he had forgotten to mention in his report that a “summit” of traffic engineers in the area was convened to discuss the speed limit on the SouthEast Connector (SEC) and agreed to bump the speed limit to 50 mph.

Mr. Brian Stewart, RTC Director of Engineering, confirmed that the consensus was to increase the speed limit to 50 mph. He went on to explain that the turn pockets in the road are designed to a certain speed for deceleration before making a turn. If the speed limit is too high, the vehicle may not be able to slow down far enough in advance and accidents could potentially occur.

E.D. Gibson said an item will be brought to a future meeting which explains everything in more detail.

Vice Chair Jardon said the public will not be happy that the speed limit will only be increased by 5 mph.

Mayor Smith said he had been told that the speed limits are up to the individual entities and the RTC does not get involved in that. Why is the RTC now involved.

Mr. Stewart responded that the RTC only convened the meeting so everyone could talk about it together and look at the SEC as a whole.

Mayor Smith said he is on board with 55 mph and he had sent letters to “everybody” and they all agree with him. Commissioner Hartung backed up this statement.

E.D. Gibson said the number one goal is safety and it is important to listen to the traffic engineers’ and operation experts’ advice, so an item should be brought back.

Vice Chair Jardon said that its usually the determined by the 85th percentile of the average speed that makes the determination of a speed limit.

Items 5 PUBLIC TRANSPORTATION AND OPERATIONS

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

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, addressed the Board to give a video presentation on the options for expansion of the fixed route ride system, as set forth in the briefing materials for this agenda item. In looking at productivity, passengers per vehicle hour which is the standard measuring tool, is looked at for each route. A great transit investment is generally any route that has over 30 passengers per vehicle hour. He then showed the average passengers per vehicle hour for each of the RTC's existing routes. There are numerous factors that drive a higher potential ridership, such as population, poverty, zero vehicle households, age, and population density.

Mr. Maloney continued, saying that the RTC receives constant requests for new service due to the population growth and suburban sprawl/land use. The Sun Valley/Stead area will be the second phase of the MicroTransit demonstration, hopefully in the spring. The biggest restraint to new service is funding. After looking at the funds available and the options available, staff came back with a mostly cost neutral program and any additional dollars were put into the Bus Rapid Transit (BRT) program.

He then listed the projects started or under way since the approval of the SRTP, such as the implementation of the Lincoln Line, the North Virginia Street BRT, weekday, Saturday and Sunday service has been interlined to improve efficiency and adjusted the running times, and will be implementing the FlexRide (MicroTransit) demonstration project. Additionally, route 9 is being modified to avoid duplication of service and provide more service to the medical facilities near the round-a-bout on the south end of Kietzke Lane. The Sierra Spirit was pulled out of the 4th Street corridor in order to create the UNR, downtown and midtown direct service. He added that ridership in the first month is doing better than the Sierra Spirit did over approximately 15 years.

E.D. Gibson interjected to add that since the procured contract with Keolis, the RTC used a pool of funds that was invested into the wages and benefits of drivers, mechanics, road supervisors, etc. because it was found the RTC was not competing effectively in the area.

Mr. Maloney said that there has been a lot of growth and urban sprawl in our area without bringing any additional funds to expand service. Then he explained the financial benefit to MicroTransit vs fixed route, and the ability to provide service in the areas that are project to have a lower passenger per vehicle hour rating.

Vice Chair Jardon asked why it is justified to buy two additional electric buses, as were approved in the Consent agenda, if MicroTransit is more cost effective.

E.D. Gibson responded that they were purchased with federal dollars for use on the Virginia Street RAPID extension project once complete. Additionally, the 60' articulated buses are coming to the

end of their useful life, and for a number of maintenance and operational reasons, the RTC is transitioning to the electric 40' bus instead.

Mayor Smith said it is time to put transit service out to the Spanish Springs area.

Mr. Maloney suggested that MicroTransit would be a better fit for that area because the ridership would not be high enough for a full fixed route. 97% of residents in that area own a car and most likely do not want to give up the use of their vehicles; therefore, smaller vehicles with door-to-door service would be more efficient and cost effective.

Vice Chair Jardon said that she believes MicroTransit would be best for her ward as well.

Mr. Maloney went on to say that the RTC of Washoe County was just rated number eight out of 100 US cities compared, using 17 relevant metrics. Las Vegas came in at 51st, North Las Vegas at 69th and Henderson at 80th.

**** Chairman Lucey arrived at 9:55 a.m.****

E.D. Gibson added that if the Board wants to progress forward with new routes, additional buses will need to be ordered and it takes time and is funded via FTA Formula Capital Grants. It is simply not possible to begin a new route in the next month. He also believes the MicroTransit demonstration that's coming up will be crucial to making decisions on future transit and routes.

Commissioner Hartung believes that if it is built, they will come. Or . . . if routes are added, they will be used.

Chairman Lucey asked if our ridership is increasing or declining and what is happening overall.

Mr. Maloney responded that there has been a three to five percent decline.

Chairman Lucey made comments on the multi-family homes in the Spanish Springs area and said that just because they have a car, it doesn't necessarily mean everyone in the household has a car and may need transit. He added that economic development is solely dependent on transit.

The Chairman added that development is all going north and we do not provide fixed route services to those multi-family development areas, especially in Sparks. He then directed Mr. Maloney to "find a way" to make it happen and do not bring future reports providing options; just get it done. MicroTransit is acceptable for a temporary solution but asked how long it would take to get a full fixed route service in place.

Mr. Maloney responded that it would take approximately 18 months and E.D. Gibson explained why it would take so long.

E.D. Gibson also agreed that due to the population increase, the RTC needs to look at ways to provide more transit service where it's needed. The biggest issue is always funding, so staff will need to find creative ways to fund new transit. He added that he attended a meeting with Kristina Swallow where she gave a presentation on the parallels between highway needs vs funding and transit vs funding, and both have had an increase in need due to the recent population growth.

Vice Chair Jardon said she is looking forward to the November presentation showing best practices, demographics, etc.

Commissioner Weber spoke on behalf of the North Valleys, saying that they have no amenities up that way, so anyone wanting to go for a nice dinner or shopping must head to another area and not everyone has a car. She agrees with the Chairman that the RTC needs to find a way.

Commissioner Hartung asked if a route will be added now that the new school has gone up in Sun Valley and a Food Bank distribution center is also right there.

Mr. Maloney said that to take a bus from Route 5 to use for aforementioned area, Route 5 service would need to be pushed from every 30-minutes to every 45-minutes, which would degrade that service.

Commissioner Hartung then asked what happens during midday, between commuter hours and is it possible to reroute Route 5 to the other neighborhoods. Then Route 5 would stay at every 30 minutes except during the detour time.

Mr. Maloney responded that to help with school service, the morning session occurs during peak commuter service and the midday productivity on Route 5 is actually very productive.

Chairman Lucey mentioned several other topics he would like to see during the presentation in November.

Vice Chair Jardon asked if fuel tax can be used for transit. The answer was no, per legislative restrictions.

The Vice Chair said she had public comment on this topic so opened the meeting to public input and called on anyone wishing to speak.

Ms. Sherry Jamason, representing the Food Bank of Northern Nevada, addressed the Board to speak in support of a new stop at Desert Skies Middle School.

Ms. D'Lisa Crain, representing the Washoe County School District, addressed the Board to speak in support of a new stop at Desert Skies Middle School.

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

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

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

5.2 Receive a report on the Regional Transportation Commission's plan to demonstrate a double decker bus (No Action Required)

E.D. Gibson said the RTC has been in three-way discussions with Keolis and Alexander Dennis to see if a double-deck bus would fit into our operating profile. An agreement was reached to provide a demonstration during November for three-weeks on loan to do testing on bus height, weight capacity of our roads, etc. There will be no farebox installed so it will be a free ride during this demonstration. It will be serving a few different routes to gather information, such as the Lincoln Line, which will mimic service on Virginia Street. Passenger capacity is enough to possibly be a replacement consideration for the 60 ft. buses that were discussed in the previous item. The double-decker will also be tested out on the intercity route between Carson and Reno, along with Routes 5, 7 and 12.

Ridership data will be some of the data collected and how well it works in our area. As always, the RTC must look at efficiency and fiscal responsibility.

Vice Chair Jardon would like to make sure UNR knows about the demonstration so the students can try it out, along with the RSCVA, the Chamber, and the Downtown Reno Partnership.

E.D. Gibson said that the double-deck buses in Las Vegas make a lot of money on the wraps, so that could be a possible revenue source increase for us.

Chairman Lucey, said that a large delegation of national educators will be in town in November which could be a perfect time to gather information from passengers outside of our region. He would also like staff to find out what the event calendar is for our region to determine where to put the routes and when, such as if there is a concert at the amphitheater in Sparks.

Commissioner Hartung asked if these are open-air and E.D. Gibson said they are not because there are simply too many risks involved with the type of passengers we carry vs the tourism passengers in London.

No action was taken on this item.

Item 6 ENGINEERING

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

Mr. Jeff Wilbrecht provided a quick PowerPoint update on the project, stressing the progress recently made and that southernmost third of the project road will be open to two-way traffic in mid-November. He added that the project is ahead of schedule in many areas and on schedule in others.

Mr. Michael Moreno, RTC Public Affairs Manager, then provided statistics on recent outreach success.

On motion of Commissioner Hartung, seconded by Commissioner Weber, which motion carried unanimously by those in attendance, Vice Chair Jardon ordered that receipt of the progress report be acknowledged.

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

Item 7 METROPOLITAN PLANNING ORGANIZATION (MPO)

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

Ms. Jenica Keller, NDOT Project Manager, addressed the Board to provide a PowerPoint update on the Spaghetti Bowl Express project. She said that design is continuing for both phases of the project and currently, there is a technical team looking at the intermediate set of plans for Phase 1a and will be conducting a geometric review for Phase 1b later in the day.

Ms. Keller also said that pertinent staff has been quite busy reviewing the unsolicited proposal that had been received. She then went over the process required for the unsolicited proposal and concluded, offering to answer any questions.

Commissioner Hartung asked what the current delivery schedule is.

Ms. Keller said Phase 1a will construct neighborhood walls around the RSIC and relocate utilities. That should be under construction in about six months. Phase 1b, the freeway and safety improvement project, will follow Phase 1a by about a year, so 2021.

Vice Chair Jardon asked what the timeline is for the unsolicited proposal.

Ms. Keller responded that it is being presented to the Transportation Board of Directors on November 18th.

On motion of Mayor Smith, seconded by Commissioner Weber, which motion carried unanimously by those present, Vice Chair Jardon ordered that receipt of the progress report be acknowledged.

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

Item 8 GENERAL ADMINISTRATION (For Possible Action)

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

Mr. Ferguson provided a note of clarification about Item 3.16, saying that Commissioner Hartung asked if (unintelligible) were the owners of the parcel noted but the correct owners are Hotshots, Inc.

Mr. Ferguson then mentioned that the RTC had received a very favorable verdict in the RTC vs Bella Vista Ranch to use imminent domain to acquire water rights for the SouthEast Connector. He then thanked the RTC staff for all of their participation in this lawsuit.

Commissioner Hartung asked for confirmation that there would be an attorney/client closed session immediately following this meeting.

Mr. Ferguson confirmed.

Item 9 PUBLIC INPUT

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

Mr. Andrew Samuelsen, representing the Truckee Meadows Bicycle Alliance, addressed the Board to request a buffered bike lane on Kuenzli Street. He realizes that parking or a two-way turn lane may need to be removed, but believes it is worth it. He even offered to give up the parking in front of his properties.

Additionally, Mr. Samuelsen owns properties on Kuenzli and believes the design of Kuenzli and 2nd street are holding back development.

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

Item 11 MEMBER ITEMS

Mayor Smith requested an item at the next board meeting to elect RTC's Deputy Executive Director Amy Cummings as our CEO Elect once E.D. Gibson leaves, so there is a smooth transition.

Commissioner Hartung asked for striping and a “Do Not Block Intersection” sign at the right hand turn queue at Pyramid and Emerson southbound. It backs up and blocks Emerson from exiting onto Pyramid.

Vice Chair Jardon augmented what Mayor Smith said, adding that she thinks we do need to appoint Ms. Cummings as interim and, at that same time, have a discussion about what the search criteria will be so that we have a very transparent, open and robust discussion about it. She wants to make sure that when staff brings something back that it’s agendized in a manner that the commissioners can talk about all those things.

Commissioner Weber asked if a transit workshop can be held now that there has been so much growth in the area.

E.D. Gibson invited commissioners to meet with him individually and said there have been issues getting a workshop scheduled. He then asked the board clerk to schedule a workshop for December or January. The commissioner preference was January.

Vice Chair Jardon asked if waiting for data to come in and having a workshop after the six month demonstration project for MicroTransit is over would be too long to wait. The consensus was yes, too long to wait.

Chairman Lucey asked staff to include a discussion pertaining to a potential requirement for developers to include the building of ADA approved bus stops when they are building new homes.

Item 12 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:06 a.m.

NEOMA JARDON, Vice Chair
Regional Transportation Commission

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:02 A.M.

November 15, 2019

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman
Neoma Jardon, Reno City Council Member, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Ron Smith, Sparks City Council Member**

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

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

Chairman Lucey started the meeting by recognizing outgoing Executive Director Lee G. Gibson. He stressed how Lee has led the charge here at the RTC for the past ten years but has also been a leader in transportation across the state and at the federal level for decades.

E.D. Gibson then thanked numerous contractors, NDOT and Mayor Smith, who is currently the longest serving RTC commissioner. He went on to thank the prior board commissioners who voted to hire him 10 years ago. Then he acknowledged prior RTC executive director Greg Krause for setting the path to the success we've experienced. Lastly, he thanked several external partners, RTC staff members and his wife Maria.

Mayor Smith commended E.D. Gibson for everything he's brought to this organization and thanked him for his service.

Vice Chair Jardon said that she admired how E.D. Gibson always kept his cool, even in the most contentious situations, as well as his support for all of the out-of-the box suggestions made, such as Stuff a bus for Seniors and the pink bus for breast cancer.

Commissioner Hartung thanked E.D. Gibson for everything he's done for the community and especially the RTC, adding that he has always been more accessible than previous executive directors.

Commissioner Delgado said that even before he sat on our board, E.D. Gibson was always accessible to work with council members and others in the community; something he always appreciated. He added that the intellect and demeanor of the RTC staff and leadership is a testament to Lee's ability to lead others.

Chairman Lucey then presented E.D. Gibson with a crystal plaque, thanking Lee for his service.

E.D. Gibson then added his thanks to Denise Thompson, Jane Starke and the RTC director team.

RECOGNITION OF THE RTC BY THE NEVADA OSHA - SAFETY CONSULTATION AND TRAINING SECTION (SCATS) FOR THE NEVADA SAFE PARTNER AWARD

Mr. Ray Fierro, Administrator for the Division of Industrial Relations, introduced Andy Giddings, Supervisor of the northern office of SCATS, and consultant Dave Murray, then presented a plaque for the Safe Partner Award and spoke in recognition of the RTC and Rob Reeder for partnering with SCATS and utilizing their services. This award is the first given for fiscal year 2020!

Item 1 APPROVAL OF AGENDA

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

Item 2.1 PUBLIC INPUT

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

Mr. John Locke, local resident, addressed the Board to say that he is a driver for RTC/Keolis and believes the schedule that is being put out is not at all passenger friendly. Drivers are only given one minute to load and unload a bus, there is just no sense in the schedule and it's making passengers very unhappy.

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

Item 2.2 ADVISORY COMMITTEES SUMMARY REPORT

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

Item 3.1 thru 3.11 CONSENT ITEMS

Engineering

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

Public Transportation/Operations

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

Planning

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

Administration

- 3.4 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)
- 3.5 Adopt a resolution requesting the Washoe County Board of Commissioners to issue revenue refunding bonds in the maximum aggregate principal amount of \$75 million and providing other matters properly related thereto (*For Possible Action*)

Procurement and Contracts

- 3.6 Approve a contract with NextBus in an amount not to exceed \$93,555 to upgrade the RTC RIDE onboard Global Positioning Satellite (GPS) trackers from 3G to 4G; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.7 Approve Change Order (CO) No. 01, for the reimbursable “enhancement” scope identified in the Interlocal Cooperative Agreement between RTC and the City of Reno, increasing the total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th, by \$222,600, for a new total contract amount of \$47,445,552; authorize the RTC Executive Director to execute CO No. 01 (*For Possible Action*)
- 3.8 Approve Change Order (CO) No. 02, for RTC directed changes to concrete sidewalk scope on side streets within the project corridor, increasing the total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th, by \$4,718, for a new total contract amount of \$47,450,270; authorize the RTC Executive Director to execute CO No. 02 (*For Possible Action*)
- 3.9 Approve Change Order (CO) No. 03, for RTC directed changes to the traffic information and operation systems on the project, increasing the total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th, by \$83,340, for a new total contract amount of \$47,533,610; authorize the RTC Executive Director to execute CO No. 03 (*For Possible Action*)
- 3.10 Approve Change Order (CO) No. 04 for TMWA requested water line improvements, increasing the total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th, by \$342,109, for a new total contract amount of \$47,875,719; authorize the RTC Executive Director to execute CO No. 04 (*For Possible Action*)
- 3.11 Approve an Administrative Settlement of \$140,000 above the just compensation amount of \$1,820,000, representing a total settlement offer of \$1,960,000 for the full fee simple acquisition of the parcel known as APN 007-183-19 with HOTSHOTS Incorporated, necessary to construct the Virginia Street Bus Rapid Transit Extension Project. This Administrative Settlement shall be contingent upon the execution and delivery by HOTSHOTS Incorporated of all documents necessary to close escrow (*For Possible Action*)

On motion of Mayor Smith, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.11 be approved.

Item 4.1 thru 4.3 DIRECTOR REPORTS

Item 4.1 RTC Executive Director Report

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

1. He gave a FlexRIDE Microtransit update, saying that the first week of the project far exceeded expectations. The plan was to start with two vehicles and one back-up and a goal to get 100 rides per day after the third month and 200 by the end of the sixth month. Instead, there was an average of 93 passengers after the first week with a high of 159 passengers that Wednesday. Route 25 when it was being fully run, was averaging between 50 and 60 passengers per day. We are also averaging approx. half the cost of fixed route.
2. The RTC will receive a Double Decker Bus next week and will conduct training with bus operators for a week. This is in preparation for a demonstration of the double decker bus.

On Tuesday, November 26, the media will be invited to view and ride the bus in advance of the public demonstration, which is planned to begin on December 2nd and will continue for approximately three weeks. The bus will operate on various routes and will be free to transit riders.

Specific details will be announced closer to the start date through traditional media channels and our social media pages.

3. On December 12th, the RTC will host the first community meeting and open house for the Arlington Avenue Bridges Project, to be held at the McKinley Arts and Culture Center from 5 pm to 7 pm.

A presentation will be held at 5:30 pm, which will also be live streamed on our Facebook page, to share information, answer questions and listen to ideas about the possible replacement of the two Arlington Avenue Bridges in downtown Reno as we begin the feasibility study.

Information about the project was shared with the Reno City Council this week and will include a broad and extensive community outreach effort. Information about the project will be available at www.rtcwashoe.com.

4. Also on December 12th, the 2nd annual STUFF A BUS holiday food drive will be held at Sam's Club at 4835 Kietzke Lane in south Reno from 10 am to 7 pm.

We encourage the public to donate non-perishable food items, such as canned foods, peanut butter, cereal and oatmeal, canned fruits and vegetables, juice boxes, kid-friendly snacks like granola bars, popcorn, animal crackers, and baby products such as formula, infant cereal and baby food.

All donations collected will be given to the Food Bank of Northern Nevada.

5. On October 31st, the RTC joined Councilman Delgado, the Reno Police Department and others at Traner Middle School for a safety assembly with the students.

Safety tips were shared with the students on how to be safe walking or riding to school, using crosswalks and to be seen at night using light colored clothing and lights or flashers on their person and bikes.

In light of recent crashes involving two students at Traner, Councilman Delgado is working with the school and the neighborhood to bring attention to the importance of pedestrian safety. The RTC is supporting Councilman Delgado in this effort.

6. There was recently a misspelling of a street sign on the Virginia Street Project. RTC's project team took the opportunity to seize the moment and encourage the public to visit Midtown and support businesses within the construction zone.

Item 4.2 RTC Federal Report

A written update is available in the staff report materials for this item and Chairman Lucey also introduced Ms. Anja Graves, Partner of Cardinal Infrastructure, and Congressman John Porter (ret.), President and CEO of Porter Group LLC, who gave the update for this month.

Ms. Graves began by reminding everyone that the RTC of Washoe County was one of only ten entities in the entire country who received funds from the FTA Capital Investment Grant Program (\$40 million for the Virginia Street BRT Extension Project). The USDOT Build Grant allocations were just announced and no funds were granted to Nevada.

She continued with updates on the federal budget and continuing resolutions related to that. Also, the boarder wall and impeachment proceedings are causing issues with the appropriations process in Washington. A bill was proposed that includes a rescission of approx. \$7 billion dollars nationwide and would reduce funding for highway projects. There are many people in Washington, including the RTC's delegation, who are trying to make sure the rescission is removed from any final bill before approval. However, if it does go through, it could pose as a huge imposition on the state and the RTCs.

Ms. Graves finished up, saying that it has been an both honor and a challenge working with E.D. Gibson, but always rewarding. She added that Lee and his team have delivered almost a billion dollars in projects during his tenure.

Congressman Porter then addressed the Board and said he has known E.D. Gibson for about 30 years and it has been an honor on a personal and professional level. He went on to say that E.D. Gibson is one of the few people who has a depth of knowledge and a unique instinct to understand the community, but also an ability to understand the political process, and many representatives in Washington have great respect for him.

Next, Congressman Porter touched on the ongoing impeachment, saying that most rank and file members of the Senate and Congress are trying to get business done. This is a good time to meet with delegation members because they are looking for positive initiatives and projects to bring attention to.

He then offered to answer any questions and there were none.

Item 4.3 NDOT Director Report

NDOT Director Kristina Swallow started by saying that should the rescission not be repealed, the state is looking at a \$105 million dollar impact, which is roughly 1/3 of NDOT's federal funding. If that happens, projects will continue, but they may be delayed.

Dir. Swallow went on with her usual report, saying that 215 people were lost to accidents in October, which is 74 less than in October 2018, so it is tracking better, but still too many deaths. She reminded everyone to be careful with it getting dark earlier now. As a pedestrian, be seen with lighting, reflection tape, etc., and drivers need to be especially cautious. A click-it or ticket program will begin Nov. 18th and run through the holidays to encourage seatbelt use.

The Spaghetti Bowl Express project updates will occur when there is something to report, so may not be every month. With that said, everything with the project is continuing on schedule and approval was received from the US Army Corps of Engineers for work around the Truckee River. Also, an unsolicited proposal was received in September to deliver the project via design-build, so that is the primary agenda item on the Transportation Board Meeting the 18th. The options will include accepting the proposal and proceed with a sole source procurement; competitively bid the proposal; or reject the proposal and continue on as they have with the design-build.

Avalanche control inspections have all come back clear with the exception of some minor issues such as carpentry, addressing airflow through a building.

I-80 west of Reno has been completely repaved for the first time since 2003 and barrier rail improvements were added and they also began working on the installation of a new wrong-way driver detection system. Rumble strips were also upgraded to a new standard to help with noise issues.

Dir. Swallow then said her staff plans to bring a presentation in January on the driver warning flasher system that Commissioner Hartung has asked about.

The No Engine Breaking sign has been replaced with the correct spelling of Braking.

The Do Not Block sign and striping at Edmonton and Pyramid should be done right around January or so.

NDOT staff met with the RTC to discuss both the McCarran and Mt. Rose corridor studies, amongst others, and offered to give RTC the funding to do a full corridor study of McCarran, but focusing on the northern quadrants.

NDOT will be leading the Mt. Rose study and will include the full corridor, including east of I-580 to the round-a-bout. Interim improvements are also being considered, such as installing a raised median.

The Parr/Dandini bridge impacts during replacement will be given instruction on a marathon tear-down over a weekend and then construction during the night with consideration for safety as well.

Dir. Swallow then wished E.D. Gibson all the best and has enjoyed working with him.

Vice Chair Jardon asked for an update on the potential to have a school zone installed on Plumb Street, in front of Wooster H.S.

Dir. Swallow said a report will be brought in December because she didn't have all the information in time for this meeting.

Commissioner Hartung thanked Dir. Swallow for looking into the advance warning system but added that the drivers in that area are very confused by the different flashes used. He also thanked the director for using his Spaghetti Bowl photo in her presentation. Lastly, he asked for some kind of information to be provided on what the Spaghetti Bowl project will eventually look like when it's done, what kind of property will need to be taken, etc.

Chairman Lucey said many of the rural roads in his district are still NDOT roads, such as Huffaker Lane, Holcomb Ranch Road, etc., and NDOT has been out doing pavement preservation and repairs, but there have been problems with the contractor leaving a lot of clean-up to be done.

Items 5.1 thru 5.3 Engineering

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

Mr. Jeff Wilbrecht, RTC Project Manager, addressed the Board to provide a brief presentation update on the project. He said that two-way traffic will be returned on Virginia Street between Plumb Lane and Mt. Rose Street which will facilitate detours while the project moves northward. Most of the west side of the road has been completed between Mt. Rose and Center Street and now work will begin on the sidewalks on the east side, between Holcomb and Center Street. The round-a-bout work should begin in mid-January, weather pending. Work has begun on some of the transit stations and on the N. Virginia portion of the project. Overall, the project is progressing really well and almost \$14 million of construction work has been completed in the Midtown portion of the project.

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

Vice Chair Jardon said the business owners are loving the new sidewalks that have opened up and the City of Reno is very happy with what's happened with the project.

Chairman Lucey said that he is very happy with the product so far and gave credit to the project team.

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that receipt of the report be acknowledged.

5.2 Acknowledge receipt of the Lemmon Drive monthly progress report (*For Possible Action*)

Mr. Dale Keller, RTC Project Manager, addressed the Board to give a brief presentation update on the project. He said that the project is just kicking off with exploratory work looking at roadway conditions. This project is divided into two distinct segments. Segment one is from US 395 up to Military Road where it will go from four lanes to six lanes and to improve multi-modal use ability. The second segment is from Fleetwood Drive to Chickadee Drive which will include safety improvements and operation mobility for future growth. The design for both segments will happen concurrently and final design of segment one should be complete toward the end of 2020, with construction planned in 2021, dependent on funding. Segment two will depend on the mitigation of Swan Lake as to how it will be built. Upon conclusion, Mr. Keller offered to answer questions.

Commissioner Hartung likes the idea of elevating the shared use path. He also believes the project should go all the way to Ramsey.

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

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

5.3 Receive a report on the speed limit on Veterans Parkway/Southeast Connector (*No Action Required*)

Mr. Brian Stewart, RTC Director of Engineering, addressed the Board to provide a quick presentation on this item. The 45 mph posted speed limit was determined during the final design process and working with the local jurisdictions. Considerations were as follow:

- Designated Design Speed
- Consistency of Veteran's Parkway from Geiger Grade to Greg Street
- 10 MPH Safety Factor
- Future Development(20 Year Design)
- Community concerns during design – noise, truck traffic, wildlife, no corridor lighting

A speed study was recently conducted which found the 85th percentile to be above 55 mph. The RTC does not enforce or change the speed limits, so will work with the local jurisdictions to provide this report and the speed study so they can make the appropriate decisions. He then offered to answer questions.

Mayor Smith said he had sent letters to several leaders in the region requesting they all raise their speed limit to 55 mph and the City of Sparks would like to raise the bridge speed from 40-45 mph. He added that when the new housing development is completed, the speed limit in that area can be again reduced to 45 mph if desired.

Commissioner Delgado said his constituents have a concern about the speed limit in the residential areas and would actually like to lower the speed limit in those areas.

Vice Chair Jardon asked if the speed study was done at only one point on the road or in multiple locations.

Mr. Stewart responded that the study was done in three different locations and the 85th percentile was above 55 mph in all of them. The average was 58-59 mph.

Vice Chair Jardon, Chairman Lucey and Commissioner Hartung agree with Commissioner Delgado that the residential areas may need to have the current speed limit lowered for safety concerns.

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

No action was taken on this item.

A motion was then made by Commissioner Hartung to move Items 7.1 and 7.2 up to precede Item 6.1. The motion was seconded by Mayor Smith and carried unanimously.

7.1 Discussion and possible action to appoint Amy Cummings as the Executive Director or Interim Executive Director; adjust compensation and provide direction on negotiation of contract terms and/or implementation of recruitment options (*For Possible Action*)

E.D. Gibson reminded the commissioners that his last day is December 6th and during the last several years the Board has directed him to initiate and continue an agency-wide workforce development and succession plan. There have been multiple successes since that plan was put into place, including the appointment of Ms. Amy Cummings as the Deputy Executive Director. He then reviewed Ms. Cummings numerous accomplishments during her tenure at the RTC. He recommends Ms. Cummings be appointed as the new Executive Director but understands it is at the Board's discretion. He said that whether Ms. Cummings is appointed the interim executive director or the executive director, he felt it important to include her background information, which is included in the briefing materials for this agenda item.

Chairman Lucey said the commissioners would partake in a conversation on the options that were provided in the staff report.

The Chairman started off saying that Ms. Cummings has done a phenomenal job at the RTC and can do a great job as the interim executive director; however, he also believes that this is a perfect opportunity for everyone to compete and would be unjust to not have an open recruitment that includes Ms. Cummings.

He would like to appoint Ms. Cummings as the interim executive director and immediately begin proceedings of recruitment and identifying a process for the hiring of the next executive director.

Mayor Smith said he is the one who had asked to have an item on the agenda appointing Ms. Cummings as the next executive director because of the successes he's seen from both Lee and Amy have during his tenure on the commission. Prior to their hiring, there were many issues within the agency and communication with the commissioners was not good at all. He added that he has seen Ms. Cummings deliver a special presence at public meetings that conveys a positive and caring image and a willingness to listen, she engages and works with citizens to find a solution when needed. He would like to continue on the path E.D. Gibson has set, which is why he would like to see Ms. Cummings appointed as the executive director.

He added that if she is appointed and a contract is brought back in December, but she doesn't perform the way the commission likes, she can be terminated within 30 days. He doesn't want to waste taxpayer money on a full recruitment when a perfectly qualified candidate is already here with a great track record. He then proposed an alternative to appoint Ms. Cummings for a one-year term and then if she is not doing the job to the commission's satisfaction, a recruitment should begin.

Commissioner Hartung reminded everyone that E.D. Gibson was not the interim when he was hired; the interim, Derek Morse, did apply but did not get the job. He would like to appoint Ms. Cummings as the interim and open a recruitment. He believes that the commission should have also been involved in the decision to promote Ms. Cummings to the deputy executive director.

Vice Chair Jardon said she does not think anyone on the commission wants to have someone come in and "reinvent the wheel" at the RTC. She then commended the staff on their experience and tenure. She would like to see a competitive, open and transparent recruitment, which is the best practice. The Vice Chair also said her comments are not reflective of anything against Ms. Cummings or anyone else, and an open recruitment would help to avoid any potential cloud over the RTC. She would like to see Ms. Cummings appointed as the interim and hold a recruitment. She is open to discussion on the type of recruitment.

Commissioner Delgado complimented Ms. Cummings but added that he agrees with his colleagues that a competitive recruitment process would be the best, with Ms. Cummings being appointed as the interim.

Chairman Lucey said that he disagrees with Mayor Smith and because the executive director is an employee of the Board, he would like the opportunity to hold a clear and transparent recruitment for the selection of their next employee.

Mayor Smith said he felt both Commissioner Hartung and Chairman Lucey were being disingenuous with their comments about not being part of the decision to promote Ms. Cummings as the deputy executive director because she's been in the position for a year and they've never said a word about it. He added that he's always been an advocate to save money on a search and hire within so that money can be better spent on training.

The Chairman said he was now looking for a motion on what the Board would like to do with regards to the interim or executive director as it pertains to Ms. Cummings.

Vice Chair Jardon made a motion that Amy Cummings be appointed as the Interim Executive Director and for staff to bring an agenda item in December authorizing a recruitment.

Commissioner Hartung seconded the motion for discussion. He read the recommendation of Item 7.1 and believes a discussion can occur at this time pertaining to recruitment options.

E.D. Gibson said that some items may need to come back, such as a revised job description and a possible discussion about using a recruiter and, if so, how much does the Board want to spend, etc.

Vice Chair Jardon then asked legal counsel for the cleanest way to take as much action and give staff as much direction as is possible today.

Chief Legal Counsel Dale Ferguson provided suggested wording to revise the Vice Chair's motion.

Vice Chair Jardon then retracted her original motion and made a new motion to appoint Amy Cummings as the interim executive director until a permanent executive director is selected.

Commissioner Hartung seconded the motion again for purposes of discussion because he's unclear about the recommendations of Items 7.1 and 7.2 the way they are stylized.

Chairman Lucey said that if this motion carries, the commissioners will then go into Item 7.2 and have a further discussion about the details of the recruitment process.

The motion then carried unanimously and Ms. Cummings is now the interim executive director.

For clarification, Vice Chair Jardon then modified her recommendation to appoint Amy Cummings as the interim executive director upon the departure of E.D. Gibson up until a permanent executive director is selected.

Commissioner Hartung then noted that part of the recommendation was to adjust compensation and that was not done.

Ms. Reich then said that in a situation such as this, and in the same manner as Washoe County, a 10% increase is provided.

Commissioner Hartung then made a motion to provide a 10% compensation increase during Ms. Cummings tenure as the interim. The motion was seconded by Mayor Smith and carried unanimously.

7.2 Discussion and possible action pertaining to any appointment and/or recruitment necessary to fill the vacated position of Executive Director (*For Possible Action*)

Chairman Lucey believes it is important that the RTC is run by someone who has the capacity and wherewithal to lead the organization into the future. He then asked Ms. Angela Reich, RTC Director of Administrative Services, to provide all possibilities of what that recruitment might look like.

Ms. Reich addressed the Board and referred to the slide in her presentation containing the options as she sees them. She first stated that the Board needs to decide if they want to hire an outside recruitment firm, keep the recruitment in-house, or another option if desired. Based on that decision, these are the items for consideration:

- **Identification of qualifications and characteristics**
 - Use or modify current job description
- **Advertisement**
 - Timeline – How long open
 - What items applicants are required to submit (application/resume/cover letter)
- **Screening**
 - Matching applicant backgrounds with requirements of the position
- **Initial Interview Panel and Scoring Parameters**
 - Who will determine panel
 - Recommend top 3 candidates to interview with RTC Board
- **RTC Board Interview, appointment and contract negotiation**

Chairman Lucey said that this position will require someone who knows the issues pertaining to federal, state and local/regional government with regard to funding for roads and transit. He would like to have Ms. Reich do the recruitment and post in the relevant association publications. He would like to get a process in place by the first of the new year.

Commissioner Hartung said we do not need to hire a national search firm and Ms. Reich should handle it and bring the most qualified applicants back to the Board for final interview and selection.

Vice Chair Jardon doesn't want the job publication to be posted for more than 30 days and then made a motion.

On motion of Vice Chair Jardon, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that Administrative Services Director Angela Reich work with Chairman Lucey to compile and distribute advertising materials as soon as possible and bring a recruiting plan to the December 20, 2019, RTC Board meeting.

Item 6.1 thru 6.2 METROPOLITAN PLANNING ORGANIZATION (MPO)

6.1 Approve public and agency outreach process and schedule for development of the 2050 Regional Transportation Plan (For Possible Action)

Ms. Amy Cummings, RTC Deputy Executive Director and Director of Planning, addressed the Board and said she looks forward to working with them as the interim executive director, then explained the purpose for her request for approval of the outreach and schedule, adding that in May of 2021 there should be a 2050 draft RTP available.

Ms. Cummings continued with explanation of the process steps and would like to implement a new group called an Inter-County Transportation Working Group who would meet quarterly over the next year. It would include regional partners from Lake Tahoe, Carson City, Storey County, Lyon County, and Northwestern Nevada. Regular workshops and roundtables will continue, along with social media communications.

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that public and agency outreach process and schedule for development of the 2050 Regional Transportation Plan be approved.

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

Ms. Amy Cummings, RTC Deputy Executive Director and Director of Planning, addressed the Board to say that this item is valued by the RTC's congressional delegation as they move forward with reauthorization. Priorities for the RTC include expanding the Safe Routes to School program to use those funds on high schools as well as grades K-8; another is to fully fund the Highway Trust Fund and address the rescission that was mentioned earlier; support joint development initiatives through the Federal Transit Administration; and funding for RTC major projects on bus and bus facilities, including the Spaghetti Bowl, I-580, I-80, and Pyramid Hwy.

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that the RTC federal priorities be approved.

Item 7.1 thru 7.3 GENERAL ADMINISTRATION

7.1 Discussion and possible action to appoint Amy Cummings as the Executive Director or Interim Executive Director; adjust compensation and provide direction on negotiation of contract terms and/or implementation of recruitment options (For Possible Action) – ***moved up on the agenda per previous motion***

7.2 Discussion and possible action pertaining to any appointment and/or recruitment necessary to fill the vacated position of Executive Director (For Possible Action) – ***moved up on the agenda per previous motion***

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

Legal Counsel Dale Ferguson said he had no items for discussion at this time. He also thanked E.D. Gibson for the opportunity to work with the RTC and wished him the best in his retirement.

Upon motion by Commissioner Hartung, Chairman Lucey seconded a motion to reopen Item 4.3.

Commissioner Hartung asked NDOT Dir. Swallow to see if the trucks along the cut in the hill going out to Spanish Springs, doing what looks like core samples, belong to NDOT.

Item 4.3 was then reclosed.

Item 8 PUBLIC INPUT

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

Ms. Sondra Rosenberg, local resident, addressed the Board to comment on her history of a working relationship with E.D. Gibson, the discussions they've had over the years, and what she's learned from him. She added that he will be missed and assured him that the great partnership between NDOT and the RTC will continue.

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

Item 9 MEMBER ITEMS

Commissioner Hartung asked if there is a program in place for staff to submit suggestions or comments and if so, does staff understand that they have that opportunity. The answer was yes.

Chairman Lucey suggested that an item on that be brought to a future meeting.

Chairman Lucey complimented E.D. Lee Gibson on everything he's done and the knowledge he and his team have brought, and thanked him for his service.

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:56 a.m.

BOB LUCEY, Chairman
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

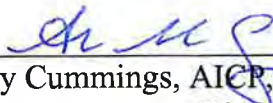
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RTC Engineering Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Engineering Activity Report.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). Design of the first phase is near completion with construction anticipated to begin early next year. The design consultant, CA Group, Inc. is currently designing the second phase of the project. This second phase is anticipated to be advertised for construction next year after construction of the first phase is underway. Right-of-Way needs for the first phase is much greater than originally anticipated. The first phase will include bus stop improvements located within public right-of-way only (5 to 10 bus stops). The process of obtaining necessary easements for other locations within the first phase has begun. Once easements are acquired, another construction package will be advertised.

Center Street Cycle Track Project

The PSA with Headway Transportation was approved at the September Board Meeting. The scope of services for additional Traffic Analysis of the proposed alternative, which includes a two-way cycle track along Center Street from Cheney to 9th Street, is underway. Results are expected by the end of January 2020.

Keystone Avenue at California Avenue

A majority of the project is completed. Warranties are in place and project close out continues. Manufacturing of the signal poles was delayed so the project had to be phased. The final signal pole will be installed on December 20, 2019. In addition, modifications to some curb on California Avenue to make it more bike friendly and adding another piece of pedestrian railing under the bridge are being scheduled, which will complete the project.

Mill Street (I-580 to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from Terminal Way to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016, and the Mill/Terminal corridor study completed in March 2013. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, and transit riders as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops have been addressed. Preliminary design is complete and 90% plan comments have been received from the agencies. The project will be split into two phases based on the estimated cost of construction. Phase 1 will be on Mill Street from Terminal Way to Rock Boulevard and Phase 2 will be from Rock Boulevard to McCarran Boulevard. Right-of-way impacts have been identified and the right-of-way process for Phase 1 is beginning. It is anticipated the two phases will be constructed consecutively over a 5-year timeframe.

CAPACITY/CONGESTION RELIEF PROJECTS

ITS Pilot Project, Design of Phase 2 ITS Connectivity

This pilot project will connect traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project is complete. Phase 2B has been awarded to PAR Electrical Contractors, Inc. and construction started November 18, 2019.

Lemmon Drive Project

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes. Professional engineering services are underway with Jacobs Engineering Group, Inc. The existing conditions investigation is ongoing and preliminary engineering begins in early 2020. The RTC is working closely with Washoe County and the City of Reno to coordinate nearby regional improvements.

North Valleys Improvements

Package 3 will include installation of a new traffic signal at the Lemmon Drive/North Virginia Street intersection. The new signal should be activated in December 2019/January 2020, dependent on the arrival of the equipment.

Package 3B is currently at 90% design. Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This project also includes improvements to two bus stop pads located within the project area, and associated access and drainage improvements. Construction of this package is tentatively scheduled for spring of 2020 pending NDOT reviews.

Sparks Boulevard Project

The project seeks to increase safety, maintain roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard. In October, the RTC Board authorized the procurement for the selection of engineering design services. An anticipated Professional Services Agreement with the top-ranked firm will be presented to the RTC Board for possible action in February 2020.

Traffic Signal Coordination 5 Project

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

Process for signal retiming

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

Completed Corridors (275 signals as of November 2019)

1. Wells Avenue – (Ryland Street to E. 9th Street)
2. Vista Boulevard – (Eastbound I-80 Off/On Ramps to S. Los Altos Parkway)
3. Sparks Boulevard – (Eastbound I-80 Off/On Ramps to Los Altos Parkway)
4. N. McCarran Boulevard/Clear Acre Lane – (Sutro Street to Sullivan/N. McCarran Boulevard to Scottsdale)
5. Pyramid Highway (Disc Dr. to Lazy 5)
6. Kietzke Ln/Mill Street – (Peckham Lane to Glendale Avenue/Kietzke Lane to Terminal Way)
7. W. McCarran Boulevard/Mae Anne – (Plumb Lane to W. 7th Street/W. McCarran to Sierra Highlands)
8. S. McCarran/Kietzke Lane/Virginia Street
 - a. On McCarran Blvd - Greensboro Drive to Mill Street
 - b. On Virginia St. – Kietzke Ln to S. McCarran Blvd
 - c. On Kietzke Ln. – S. Virginia St. to Sierra Rose Dr.
 - d. On Longley Ln – Peckham Ln to S. McCarran Blvd.
9. Pyramid Way
 - a. I-80 to Sparks Blvd including two intersections of McCarran Boulevard at Rock Boulevard & 4th Street
10. Downtown Reno (45 signals)
11. Keystone Ave (6 Signals) – W. 7th St. to W. 1st St.

12. Damonte Ranch (7 signals) – Zolezzi Ln to Double R Blvd, and Double R Blvd at Double Diamond
13. Rock Blvd (9 signals) – Greg St to Prater Way
14. Sun Valley Blvd (6 Signals) – Dandini to 7th Ave
15. Sparks Isolated Intersections (33 Signals) – Various Signals
16. Prater Way – Galletti Way to 15th St (6 Signals)
17. Damonte Ranch/Steamboat – (4 Signals)
18. South Meadows Pkwy (5 signals) – Virginia St to Double R – New Timing Implementation Mid-June
19. California/Keystone (3 signals) – California Ave – Keystone Ave to Booth St, including Booth St/Foster St.
20. E McCarran Blvd (12 Signals) – Probasco to Greg St
21. S. Virginia (19 Signals) – Meadowood Mall Way to SB I-580, Including Neil Rd and Meadowood Mall Way @ I-580 Interchange

Progress as of Mid-October 2019

- Sutro St (9 Signals) – New Timing implementation/fine-tune Late October
- Oddie Blvd (12 Signals) – Sutro St to E 12th St – New Timing under Design

Traffic Engineering (TE) Spot 8 – Package 1 Project

The project was awarded to Titan Electrical Contracting. Construction is scheduled to begin on January 2, 2020, at the Evans Avenue and Enterprise Road intersection.

The scope of this project includes:

Flashing Yellow Arrow – East/West

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

Flashing Yellow Arrow – North/South

McCarran Boulevard at Neil Road

Battery Back-Up Systems

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

Traffic Signal

Evans Avenue at Enterprise Road

Traffic Engineering (TE) Spot 8 – Package 2 Project

The project includes a new traffic signal at the intersection of Red Rock Road and Silver Lake Road and capacity improvements at the North McCarran Boulevard and U.S. 395 Interchange. Construction for the Red Rock/Silver Lake intersection commenced on December 2, 2019. Underground utility work is underway in anticipation of the signal poles. The Project including the McCarran Boulevard portion is slated to be complete in late spring of 2020.

Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

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

Design is underway with Westwood Professional Services as the design consultant. Project advertisement is scheduled for March 2020 with construction in spring/summer 2020.

Traffic Engineering (TE) Spot 9 – Package 2 Project

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

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

Kimley-Horn & Associates is the design consultants for this project. A kick-off meeting was held on October 14, 2019. Design will go through fall/winter 2019 with construction in the summer of 2020.

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges

The Arlington Avenue Bridges Project is a feasibility study to analyze possible replacement bridge types and aesthetic themes, document design and environmental criteria, improve safety and multi-modal access in the Wingfield Park area, and review flood-capacity requirements. The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges were built in the 1930's and while structurally safe to drive over they are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events.

Public outreach activities continue in preparation for our first Public Kick-off Meeting, scheduled for Thursday, December 12, 2019. The RTC and its consultant, Jacobs presented the process and approach to the City of Reno Council in November 2019.

Kuenzli St. Conversion Project

This project includes the conversion of Kuenzli St. from its current one-way configuration to a two-way street from Giroux St to Kirman Ave. The main portion of the project is summarized below:

1. Kuenzli Street from Kirman Avenue to Giroux Street
 - a. Surface treatment for preventative maintenance and striping revisions
 - b. Conversion of one-way to two-way
 - c. Signal modification associated with conversion
 - d. Potential for addition of up to four transit stop pads
 - e. Potential incorporation of conduit for City of Reno fiber optic installation. City of Reno to provide number and size of conduit desired. (Included as an optional task)
2. Kirman Avenue from the south end of the bridge over the Truckee River to East 2nd Street
 - a. Surface treatment for preventative maintenance and striping revisions
 - b. Striping and signal modifications to allow two-way movements on Kuenzli Street
 - c. Pedestrian ramp replacement at Kirman Avenue and Kuenzli Street intersection
 - d. Potential incorporation of conduit for City of Reno fiber optic installation. City of Reno to provide number and size of conduit desired. (Included as an optional task)
3. Giroux Street from Kuenzli Street to East 2nd Street
 - a. Surface treatment for preventative maintenance and striping revisions
 - b. Conversion of one-way to two-way
 - c. Striping modifications to allow two-way movements
 - d. May need modifications at roundabout.

A traffic study for the Project is currently underway to determine the new level of service at affected intersections and to see the feasibility of converting Kuenzli Street from a one-way to two-way between Kirman Avenue and Wells Avenue.

Oddie Boulevard/Wells Avenue Improvement Project

Sixty percent (60%) design plan submission to the cities of Reno and Sparks was provided in the middle of November. During the week of December 2, 2019, RTC staff met with representatives from the City of Reno, City of Sparks and NDOT to go over the 60% plans and address any comments. A public meeting is tentatively scheduled for the end of January 2020.

At the August 26, 2019, City of Reno Council Meeting, Reno Council supported staff recommendations regarding raised cycle track, the multi-use path, landscaping concepts, lighting, fencing and removal of the existing pedestrian bridge. RTC is working with UNR (Agricultural Farms between I-80 and Sadlier) to obtain an easement to accommodate the proposed 10-foot wide multi-use path.

Work on a new agreement to move forward with Final Design services and optional engineering during construction is underway. Stantec Consulting Services, Inc. was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance.

Pyramid Highway and US 395 Connection

The RTC and NDOT have entered into an agreement for design of Phase 1 of the project that includes capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive. NDOT has begun preliminary design activities. Design is anticipated to be complete in 2022. Construction of Phase 1 could begin in 2023. The RTC, with support from NDOT, completed and submitted a BUILD Grant application to the Department of Transportation seeking up to \$25 million for construction of Phase 1. Design and construction of the overall project is phased over approximately 20 years. The current estimated cost of the overall project is \$800 million and will relieve congestion on the Pyramid Highway, McCarran Boulevard and other regional roads and provide connectivity between the North Valleys, Sun Valley and Spanish Springs.

Sun Valley Boulevard Corridor Improvement Project

Seventy-five percent (75) Design Plans for the Washoe County section between 7th Avenue and Highland Ranch Parkway is moving forward. Submission of the plans is scheduled for the end of December 2019. The goal is to start construction by June 2020 and be complete before school starts in August 2020.

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

Work on a new agreement is underway to move forward with Final Design services and optional engineering during construction. Jacobs Engineering Group, Inc. was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance.

Truckee River Shared Use Path Project

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

Thirty percent design plans are complete and have been provided to NDOT for final design and construction to be completed into the SBX project. Work is still ongoing for the environmental documentation (NEPA Process) that is required for the project. Once NEPA is complete, RTC will begin the ROW acquisition of properties adjacent to the pathway. In addition, work is progressing on the application for a 408 permit that will be required for the project.

Virginia Street RAPID Extension

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

PAVEMENT PRESERVATION PROJECTS

2018 and 2019 Preventive Maintenance (Various Locations)

Both the 2018 and 2019 Preventive Maintenance Programs are now substantially complete. Between the two projects, approximately 300 lane miles of roads were microsurfaced including major roadways such as Vista Boulevard, Veterans Parkway, and Eagle Canyon. The Plumb Lane road diet from Arlington to Ferris was completed in mid-September and is functioning as intended. Punch list items have been addressed and added crack sealing activities will continue through December.

2020 Preventive Maintenance (Various Locations)

The 2020 Preventive Maintenance program is underway with Lumos and Associates identifying candidate roads. RTC staff is working with the local agencies to prioritize those roads to fit within the available budget. This will provide patching, crack sealing, and slurry seal activities on approximately 200 lane miles of roadway. Some complete street and safety improvement opportunities are also considered in this program and include a road diet on Vassar Street from Terminal Way to Kietzke Lane and adding a southbound bike lane to Sierra Street from Ninth Street to California Avenue. It is anticipated the project will be bid in late February with construction starting in spring 2020.

Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. Lumos & Associates, Inc. is the consultant for Design and Engineering During Construction services. Preliminary design is under agency review. The anticipated Final Design is to be complete by spring 2020. The scheduled construction start date is June 2020 with a scheduled completion in mid-August 2020.

Greg Street Rehab Project

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

Lakeside Drive Rehab Project

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

Prater Way Rehab Project

The project includes rehabilitation/reconstruction of Prater Way from Howard Drive to Sparks Boulevard. Stantec Consulting Services, Inc. is the consultant for design and engineering during construction. Construction is scheduled to start in April 2020 with a scheduled completion of September 2020. Preliminary design is underway and initial fieldwork is almost complete. A Public Kick-off meeting is scheduled for January 9, 2020.

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

The project includes rehabilitation/reconstruction of the following street segments: Sutro Street from Commercial Row to 4th Street and from McCarran Boulevard to 1,400' north, 1st Street from Center to Lake, Lake Street Truckee River Bridge, and State Street from Virginia to Sinclair Street. Construction is complete with the exception of the section on Sutro from McCarran to Selmi Drive. This segment is delayed and will be completed early next year.

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

This project included a complete reconstruct of North Hills Boulevard along with new sidewalks on both sides. Construction began on August 5, 2019 and was complete in mid-November 2019.

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

The Professional Services Agreement for design and engineering during construction was awarded to Eastern Sierra Engineering (ESE). The project includes rehabilitation/reconstruction of the following street segments: Sierra Highlands Drive from the NDOT right-of-way on McCarran Boulevard to Idlebury Way; Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane; Hammill Lane from Kietzke Lane to the eastern terminus; Ralston Street from University Terrace to Eleventh Street; and Ohm Place from Mill Street to 500 feet south. Construction is complete.

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

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Westfield Avenue to Booth Street, and First Street from Arlington Avenue to Virginia Street. A Professional Services Agreement with Nichols Consulting Engineers (NCE) to provide design services and engineering during construction was approved during the September 20, 2019, RTC Board meeting. NCE is working on preliminary design and collecting field data. Construction is anticipated to occur in 2021.

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

The project includes rehabilitation/reconstruction of the following street segments: 15th Street from C Street to Prater Way, Franklin Way from the Rail Road crossing to East Greg Street, Hulda Court, and sidewalk improvements on El Rancho Drive from G Street to Oddie Boulevard. Construction on all streets listed above is substantially complete and the streets are open to traffic. The Rectangular Rapid Flashing Beacons at the Elementary Drive/El Rancho Drive intersection are anticipated to be installed early next year once the poles are received.

CONTRACTS UNDER \$50,000

None

ENGINEERING ON-CALL WORK ASSIGNMENTS

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

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

On Call Consultant Summary

| Civil Engineering Design and Construction Management Services | | | |
|--|-------------|---------------------|---------------|
| BOARD APPROVAL DATE | FIRM | PROJECT NAME | AMOUNT |
| No work has been assigned this period. | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Traffic Engineering Services | | | |
|--|-------------|---------------------|---------------|
| BOARD APPROVAL DATE | FIRM | PROJECT NAME | AMOUNT |
| No work has been assigned this period. | | | |
| | | | |

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

Atkins North America, Inc.

CA Group, Inc.

Eastern Sierra Engineering, PC

Jacobs Engineering Group, Inc.

Lumos and Associates, Inc.

Nichols Consulting Engineers, CHTD

Stantec Consulting Services, Inc.

Wood Rodgers, Inc.

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.4

TO: Regional Transportation Commission

FROM: Dale Keller, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Lemmon Drive Monthly Progress Report

RECOMMENDATION

Acknowledge receipt of the Lemmon Drive monthly progress report.

SUMMARY

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes.

Exploratory work under the roadway in preparation for potential future roadway construction is complete. Intermittent lane closures are ongoing for collecting topographical and survey information.

The RTC is working closely with Washoe County and the City of Reno as the Swan Lake recovery plan continues, and long-term mitigation alternatives are prepared and vetted. The RTC is streamlining the preliminary roadway design and collaborating with local agencies in the overall program to improve conditions around Swan Lake.

In early 2020, the RTC will establish a technical advisory committee (TAC) comprised of staff from Washoe County, the City of Reno, and other appropriate parties. The TAC will begin a qualitative evaluation of alternatives at a conceptual level.

FISCAL IMPACT

Funding for work tasks associated with this project have been approved with the FY 2019 Program of Projects and is included in the current RTC Board approved budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

| | |
|--------------------|---|
| September 20, 2019 | Approved the Professional Services Agreement (PSA) with Jacobs Engineering for the design of the Lemmon Drive Project |
| May 20, 2019 | Approved the Procurement for the Selection of Engineering Professional Services for Design the Lemmon Drive Project |
| April 19, 2019 | Received an update on the project |

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

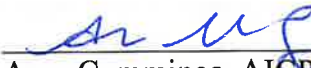
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.5

TO: Regional Transportation Commission

FROM: Mark Maloney
Director of Public Transportation and
Operations


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RTC Public Transportation and Operations Report

RECOMMENDATION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

HIGHLIGHTS

RTC Receives the 2019 ACT TDM Excellence Award for Small Government at the Seattle TDM Forum - RTC SMART TRIPS is a free TDM program provided by RTC to assist local businesses with shifting the mode split of their employees. RTC employer outreach focuses on educating employers on the opportunities available to them, including the ability to offer pre-tax transit and vanpool benefits, and the benefits of providing employees with an easier commute.



RTC Double-Decker Bus Demonstration Underway – RTC’s transit contractor, Keolis began demonstration of a double-decker bus manufactured by Alexander Dennis on December 2, 2019. Staff is collecting data to gain insight into how implementation of this type of bus would work in our community. RTC will evaluate the bus’s performance on the RTC RAPID Lincoln Line, Routes 5, 7, 12, and the Regional Connector to Carson City.

RTC FlexRIDE Service Update – After launching the demonstration service on November 2nd, RTC FlexRIDE hit a high ridership for the month of 182 passengers on November 12th. This spike in ridership came as quite a surprise, the program goal was to average 100 riders a day after the first three (3) months and get close to 200 by the end of the 6-month demonstration. Weekday ridership has settled around the 150 riders per day range (doubling the ridership on the previous Route 25 and 26 ends) with a median wait time of 10 minutes. Staff implemented a third vehicle during peak times to keep cancelations and wait times reasonable. The monthly average cost per passenger is less than a dollar more per passenger versus the fixed routes they replaced, with weekday service having more days doing better than the previous fixed route cost per passenger. The table below is a snapshot of the first month of service:

Sparks FlexRIDE

| | Unlinked Psger Trips | Canceled Rides | No Shows | Total VSH | P/VSH | Cost Per Psger | Median Ride Wait Time (rounded to the minute) |
|------------------|-------------------------|-------------------|----------|------------|-------------|-------------------|---|
| 2-Nov | 49 | 9 | 0 | 19 | 2.58 | \$ 23.04 | 0 minutes |
| 3-Nov | 40 | 3 | 0 | 25 | 1.60 | \$ 37.13 | 6 minutes |
| 4-Nov | 92 | 33 | 6 | 28 | 3.29 | \$ 18.08 | 5 minutes |
| 5-Nov | 104 | 13 | 4 | 27 | 3.85 | \$ 15.42 | 12 minutes |
| 6-Nov | 159 | 10 | 2 | 32 | 4.97 | \$ 11.96 | 4 minutes |
| 7-Nov | 114 | 8 | 5 | 32 | 3.56 | \$ 16.68 | 11 minutes |
| 8-Nov | 141 | 8 | 1 | 32 | 4.41 | \$ 13.48 | 7 minutes |
| 9-Nov | 67 | 6 | 0 | 22 | 3.05 | \$ 19.51 | 13 minutes |
| 10-Nov | 74 | 2 | 1 | 20 | 3.70 | \$ 16.06 | 9 minutes |
| 11-Nov | 128 | 8 | 1 | 29 | 4.41 | \$ 13.46 | 7 minutes |
| 12-Nov | 182 | 34 | 8 | 30 | 6.07 | \$ 9.79 | 6 minutes |
| 13-Nov | 168 | 23 | 5 | 31 | 5.42 | \$ 10.96 | 5 minutes |
| 14-Nov | 174 | 21 | 2 | 28 | 6.21 | \$ 9.56 | 8 minutes |
| 15-Nov | 156 | 14 | 3 | 33 | 4.73 | \$ 12.57 | 7 minutes |
| 16-Nov | 85 | 14 | 2 | 22 | 3.86 | \$ 15.38 | 8 minutes |
| 17-Nov | 75 | 8 | 0 | 15 | 5.00 | \$ 11.88 | 9 minutes |
| 18-Nov | 153 | 11 | 3 | 27 | 5.67 | \$ 10.48 | 11 minutes |
| 19-Nov | 150 | 19 | 5 | 27 | 5.56 | \$ 10.69 | 9 minutes |
| 20-Nov | 135 | 17 | 5 | 27 | 5.00 | \$ 11.88 | 10 minutes |
| 21-Nov | 149 | 47 | 15 | 27 | 5.52 | \$ 10.77 | 9 minutes |
| 22-Nov | 159 | 20 | 6 | 31 | 5.13 | \$ 11.58 | 10 minutes |
| 23-Nov | 73 | 8 | 2 | 23 | 3.17 | \$ 18.72 | 8 minutes |
| 24-Nov | 71 | 6 | 3 | 15 | 4.73 | \$ 12.55 | 13 minutes |
| 25-Nov | 142 | 17 | 10 | 27 | 5.26 | \$ 11.30 | 10 minutes |
| 26-Nov | 152 | 17 | 10 | 30 | 5.07 | \$ 11.73 | 11 minutes |
| 27-Nov | 105 | 8 | 6 | 26 | 4.04 | \$ 14.71 | 9 minutes |
| 28-Nov | 52 | 3 | 3 | 19 | 2.74 | \$ 21.71 | 10 minutes |
| 29-Nov | 89 | 8 | 4 | 22 | 4.05 | \$ 14.69 | 8 minutes |
| 30-Nov | 76 | 11 | 2 | 21 | 3.62 | \$ 16.42 | 10 minutes |
| Total/AVG | 114 | 14 | 4 | 747 | 4.35 | \$ 13.39 | |

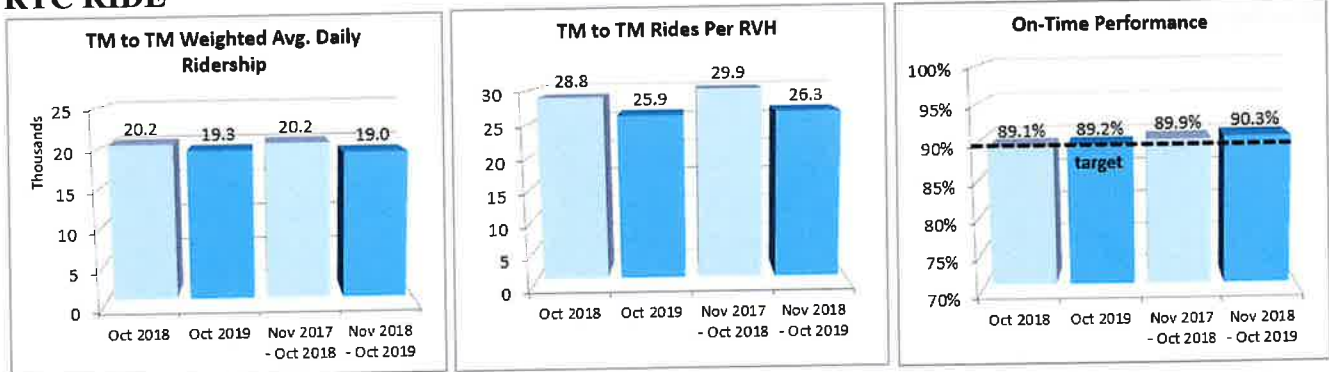
TRANSIT DEMAND MANAGEMENT (TDM) UPDATE -

- Vanpools increased to 196 with over 120 of those serving the Tahoe Reno Industrial Center (TRIC).
- Staff has been working on creating a Transportation Management Association and met with NDOT and Kimley-Horn on November 19. NDOT is nearing completion of its intercountry and regional transit plan. Upon completion of the study, staff will work with the jurisdictions to form a TMA. A TMA workshop in February is being planned for interested companies in TRIC to participate.
- The City of Reno planning department has a draft update of its zoning code out for public comment. In their draft (18.04.606(e)) is the requirement for all employers with 50 or more employees to have a trip reduction program.
- Staff attended ACT's TDM forum in Seattle where RTC received an award for TDM excellence.

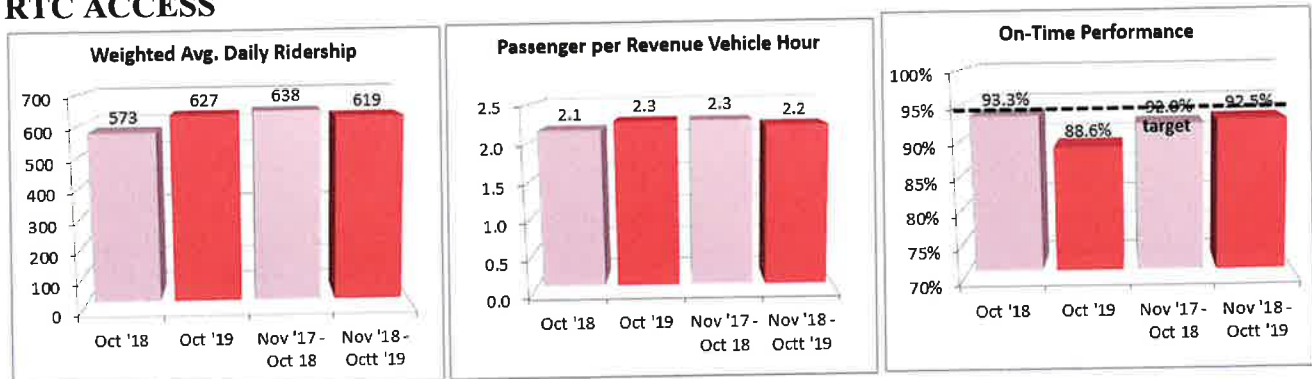
PURCHASE OF TWO (2) ELECTRIC BUSES FOR VIRGINIA STREET EXTENSION UPDATE - On October 24, 2019, the Board approved the purchase of two (2) electric fixed-route buses and two (2) bus chargers utilizing the State of Georgia Fleet Vehicles procurement contract number 99999-001-SPD0000138 in the amount of \$1,969,648. Proterra made an administrative error in its calculations of .01%. The actual amount of the contract purchase is \$1,989,648, which has been included in the FY2020 Board approved budget.

OCTOBER 2019 TRANSIT PERFORMANCE

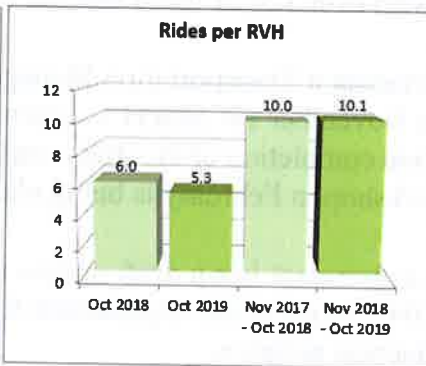
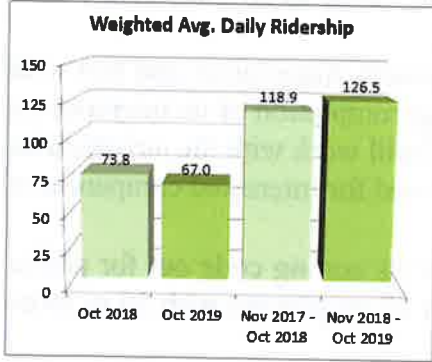
RTC RIDE



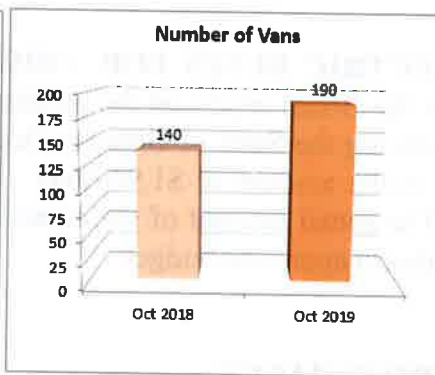
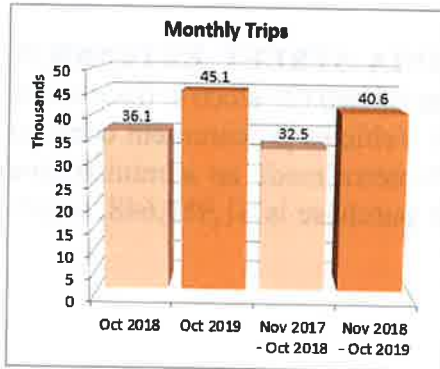
RTC ACCESS



TART



RTC VANPOOL



Attachments

RTC Transit Performance Statistics¹

| Performance Indicator | Current month compared with same month last year | | | Current 12-months compared with previous year | | |
|--|--|----------------|----------|---|----------------|---------------------|
| | Oct 2019 | Percent Change | Oct 2018 | Nov 2018 - Oct 2019 | Percent Change | Nov 2017 - Oct 2018 |
| Monthly Ridership | 704,669 | 11.0% | 634,552 | 8,106,242 | 10.3% | 7,352,091 |
| Monthly Ridership (TM to TM)* | 606,885 | -4.4% | 634,552 | 6,912,079 | -6.0% | 7,352,091 |
| Weighted Avg. Daily Ridership | 22,460 | 11.0% | 20,233 | 20,685 | 1.7% | 20,332 |
| Weighted Avg. Daily Ridership (TM to TM) | 19,338 | -4.4% | 20,233 | 18,955 | -6.3% | 20,233 |
| Revenue Vehicle Hours (RVH) | 23,411 | 6.2% | 22,052 | 262,418 | 6.6% | 246,063 |
| Rides Per RVH | 30.1 | 4.6% | 28.8 | 30.9 | 3.4% | 29.9 |
| Rides per RVH (TM to TM) | 25.9 | -9.9% | 28.8 | 26.3 | -11.8% | 29.9 |
| Revenue Vehicle Miles (RVM) | 256,072 | 5.6% | 242,444 | 2,873,252 | 2.4% | 2,805,950 |
| Complaints Per 25,000 Rides | 3.23 | -43.5% | 5.71 | 3.47 | -24.9% | 4.62 |
| On-Time Performance ² | 89.2% | 0.1% | 89.1% | 90.3% | 0.4% | 89.9% |

| Performance Indicator | Sep 2019 | Percent Change | Sep 2018 | Oct 2018 - Sep 2019 | Percent Change | Oct 2017 - Sep 2018 |
|------------------------|-----------|----------------|-----------|---------------------|----------------|---------------------|
| Revenue | \$406,786 | -5.4% | \$429,967 | \$4,922,225 | -10.5% | \$5,501,577 |
| Farebox Recovery Ratio | 15.2% | -18.7% | 18.7% | 16.1% | -24.7% | 21.4% |
| Subsidy per Ride | \$3.36 | 10.6% | \$3.04 | \$3.20 | 16.7% | \$2.74 |

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

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

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

RTC ACCESS Performance Statistics

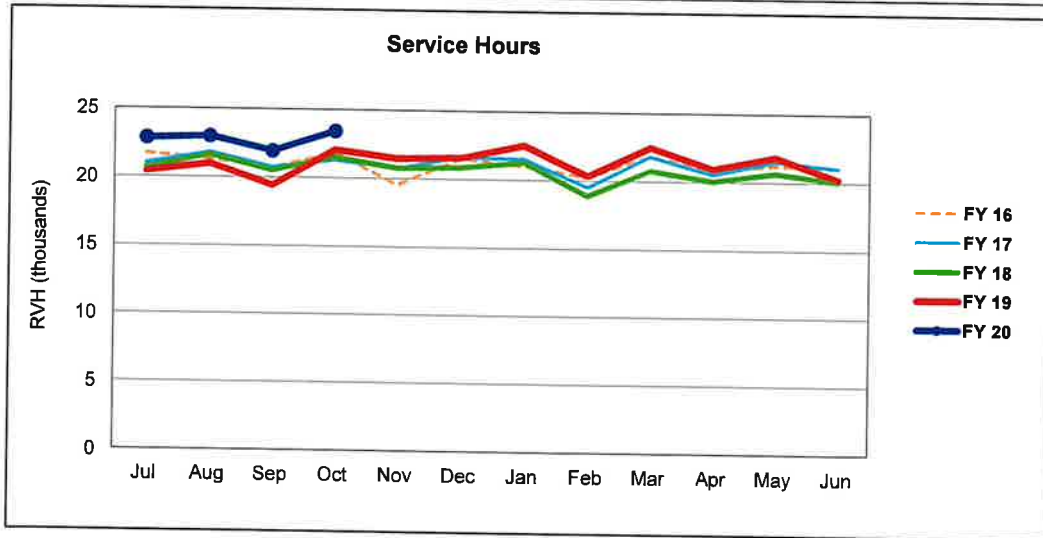
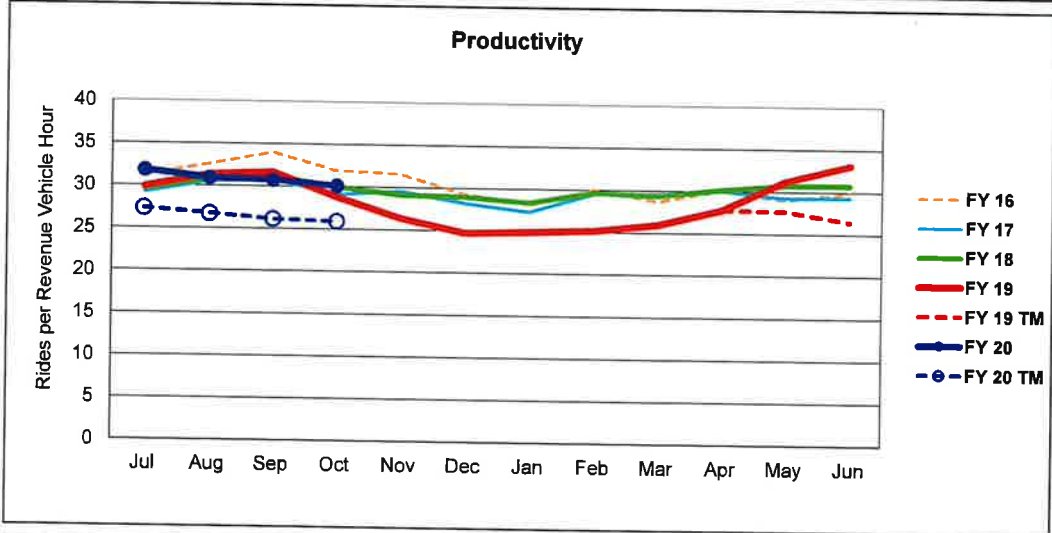
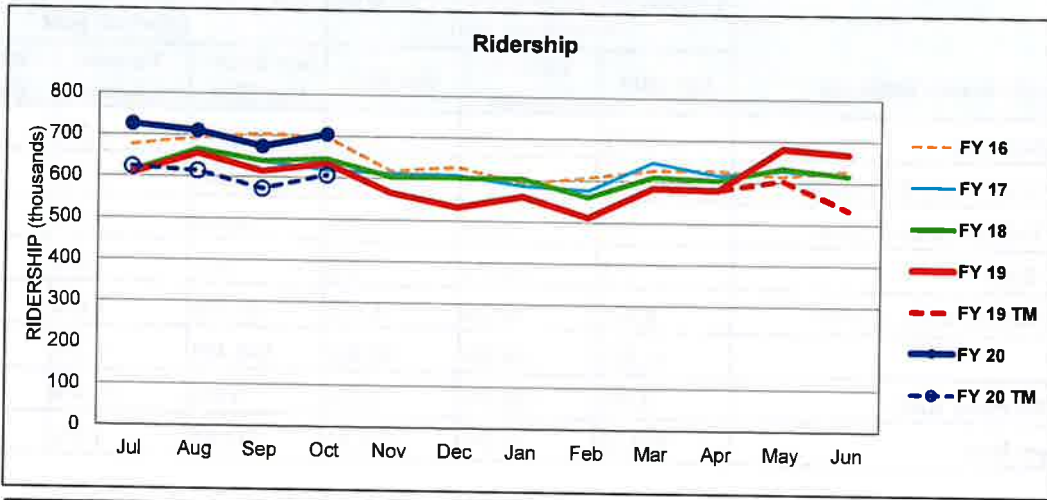
| Performance Indicator | Current month compared with same month last year | | | Current 12-months compared with previous year | | |
|---|--|----------------|-----------|---|----------------|--------------------|
| | Oct '19 | Percent Change | Oct '18 | Nov '18 - Oct '19 | Percent Change | Nov '17 - Oct 18 |
| Monthly Ridership | 19,564 | -0.3% | 19,626 | 224,855 | -9.7% | 249,015 |
| Weighted Avg. Daily Ridership | 627 | 9.4% | 573 | 619 | -3.1% | 638 |
| Revenue Vehicle Hours | 8,682 | 4.6% | 8,303 | 101,174 | 0.5% | 100,675 |
| Passenger per Revenue Vehicle Hour (does not include taxi data) | 2.25 | 5.0% | 2.15 | 2.18 | -3.1% | 2.25 |
| Revenue Vehicle Miles (RVM) | 146,609 | 3.4% | 141,771 | 1,692,799 | 5.7% | 1,600,851 |
| Complaints per 1,000 Rides | 0.36 | -22.0% | 0.46 | 0.50 | -24.8% | 0.66 |
| ADA Capacity Denials | 0 | 0.0% | 0 | 0 | 0.0% | 0 |
| Other Denials | 0 | 0.0% | 0 | 1 | -95.0% | 20 |
| Accidents per 100,000 Miles | 1.36 | 0.0% | 1.41 | 0.69 | 12.0% | 0.62 |
| On-Time Performance (does not include taxi data) | 88.6% | -5.0% | 93.3% | 92.5% | 0.6% | 92.0% |
| Taxi On-Time Performance | 0.0% | -100.0% | 85.9% | 22.0% | -76.1% | 92.1% |
| Performance Indicator | June '19 | Percent Change | June '18 | July '18 - Jun '19 | Percent Change | July '17 - Jun '18 |
| Revenue* | \$182,571 | 5.5% | \$173,014 | \$2,146,148 | 9.0% | \$1,968,426 |
| Farebox Recovery Ratio* | 24.70% | -5.18% | 26.05% | 24.99% | 11.41% | 22.43% |
| Subsidy per Passenger* | \$20.87 | 32.5% | \$15.75 | \$19.04 | -4.2% | \$19.88 |

*June 2019 data is the latest available.

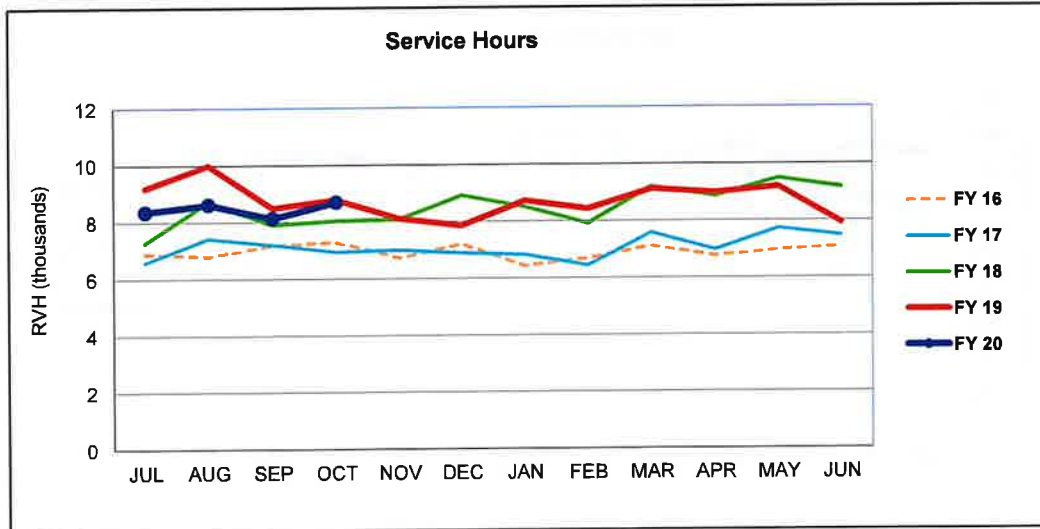
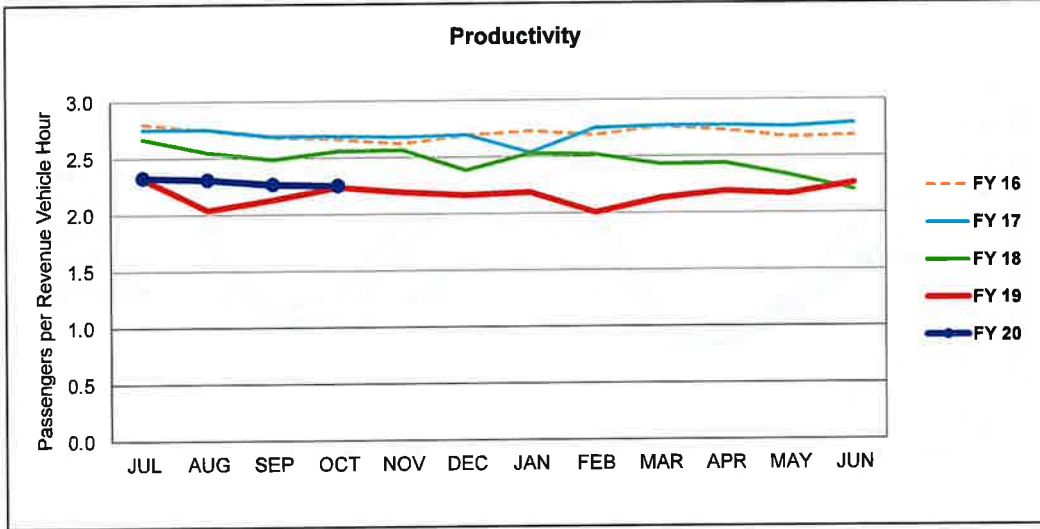
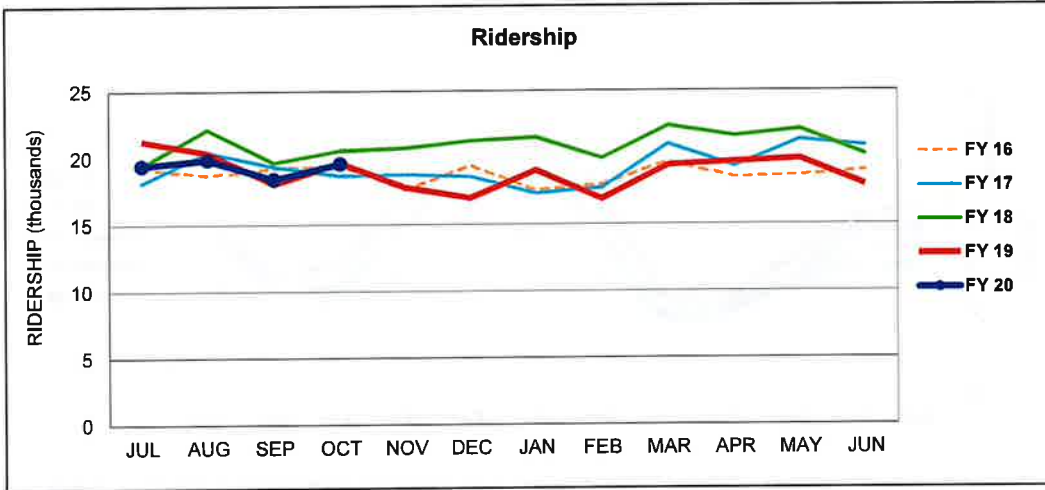
TART Performance Statistics

| Performance Indicator | Current month compared with same month last year | | | Current 12-months compared with previous year | | |
|-------------------------------|--|----------------|----------|---|----------------|---------------------|
| | Oct 2019 | Percent Change | Oct 2018 | Nov 2018 - Oct 2019 | Percent Change | Nov 2017 - Oct 2018 |
| Monthly Ridership | 2,031 | -12.2% | 2,312 | 45,314 | 4.5% | 43,356 |
| Weighted Avg. Daily Ridership | 67.0 | -9.3% | 73.8 | 126.5 | 6.3% | 118.9 |
| Revenue Vehicle Hours (RVH) | 387 | -0.2% | 388 | 4,472 | 3.4% | 4,325 |
| Rides per RVH | 5.3 | -12.0% | 6.0 | 10.1 | 1.1% | 10.0 |
| Revenue Vehicle Miles (RVM) | 8,431 | -0.2% | 8,448 | 95,830 | 1.6% | 94,296 |
| Revenue | \$2,325 | -18.8% | \$2,863 | \$46,409 | -7.2% | \$50,019 |
| Farebox Recovery Ratio | 4.9% | -20.6% | 6.2% | 8.6% | -13.4% | 9.9% |
| Subsidy per Ride | \$22.20 | 18.0% | \$18.81 | \$10.88 | 4.0% | \$10.46 |

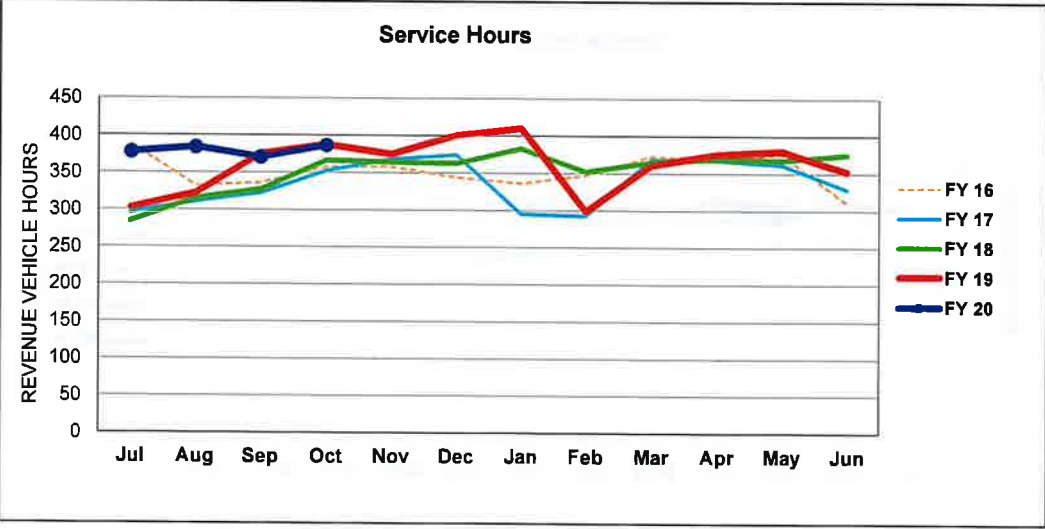
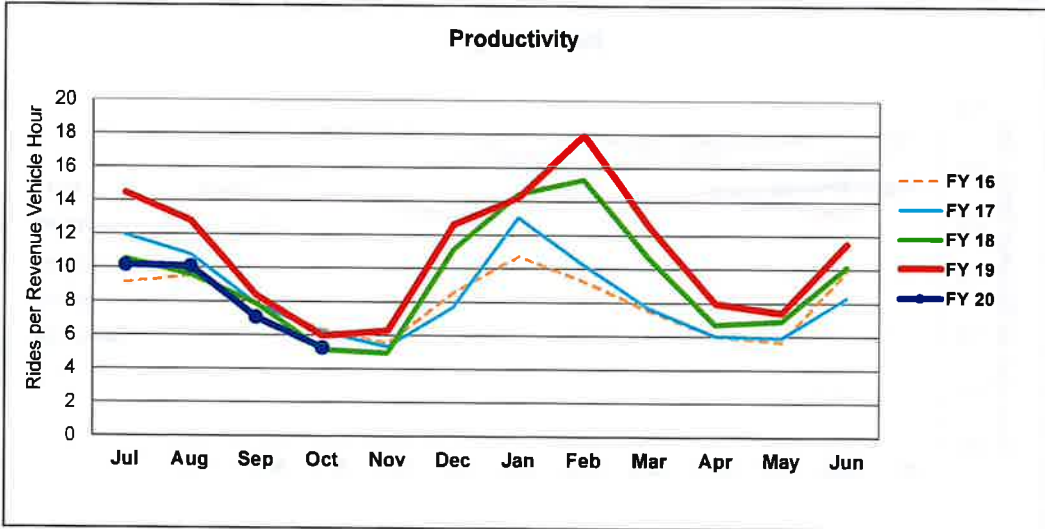
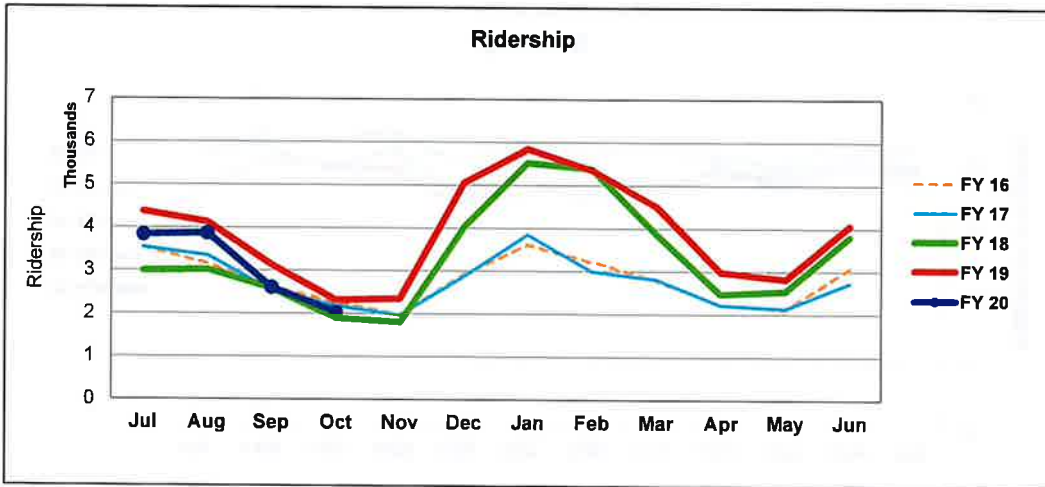
RTC Transit Fiscal Year Comparisons



RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

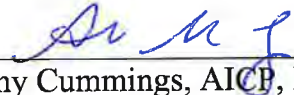
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Dan Doenges, PTP, RSP
Planning Manager/Interim Director
of Planning



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RTC Planning Department Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Planning Activity Report.

PLANNING STUDIES

Virginia Street Bus RAPID Transit Extension Project

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

South Meadows Multimodal Transportation Study

The South Meadows Multimodal Transportation Study started in December 2018 and is moving forward. This multimodal study of the South Meadows area will identify needs and transportation improvements for regional roads in the study area. The study will focus on traffic operations, safety, pedestrian and bicycle connectivity, and transit service needs. The first public meeting for the project was held on March 26th at Damonte Ranch High School. The second public meeting was held on Tuesday, November 5, 2019, at Zeppelin restaurant, located at 1445 South Meadows Parkway in Reno. RTC presented transportation improvement alternatives that addressed safety, traffic operations, and community concerns identified in the study area. RTC staff met with residents of the Curti Ranch neighborhood on December 5 to discuss their transportation concerns. Project progress will be updated on the RTC website under Metropolitan Planning, Corridor Studies.

University Area Multimodal Transportation Study

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

The project team met with staff from the University of Nevada Reno and City of Reno to discuss project details. The project Technical Advisory Committee (TAC) had a kick-off meeting on April 24th. The project team conducted Walking Audits in the study area to evaluate pedestrian walking environment and connectivity on May 2nd and 3rd. Pop-up meetings were held in front of the Joe Crowley Student Union building and in Idlewild Park for the Food Truck Friday Event to engage the community to provide their comments and concerns. The first public meeting was held on June 27th at Evelyn Mount North Northwest Community Center. An online public input survey was open until July 22nd to collect comments and concerns regarding transportation in the university area. A TAC workshop was held on September 9th to discuss future roadway network alternatives. The project team is reviewing workshop results and developing scenarios to conduct analysis on future conditions.

ADA Transition Plan Update

The ADA Transition Plan internal draft has been completed and the RTC stakeholder team provided input on the draft. The draft plan is posted on the RTC website for review. On November 1, staff attended the Senior Coalition meeting to share information about the draft Plan and seek additional input. This project is on schedule and staff plans to bring it to the RTC Board for approval in early 2020.

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

The purpose of the study is to enhance mobility and connectivity between the growing communities Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area. Goals of the study include evaluation of traffic operations and safety on the existing Eagle Canyon Drive, development of a Planning and Environmental Linkages (PEL) checklist to assist with the environmental process during future project development, and to identify a preferred alignment for the proposed new roadway. Traffic counts were conducted on Eagle Canyon Drive. In addition, drone footage was taken of traffic patterns during peak school hours in the vicinity of Spanish Springs High School and Shaw Middle School. Preliminary model runs were also developed for new roadway alignment alternatives for the Eagle Canyon Extension. The first project Technical Advisory Committee meeting was held on December 9.

2050 Regional Transportation Plan (RTP)

A schedule and outreach plan has been developed for the 2050 RTP. Staff is currently analyzing existing conditions, evaluating financial assumptions, and developing the vision and goals for the plan. RTC staff has begun to meet with staff of the local jurisdictions to discuss project needs and priorities. Staff has also compiled responses from the RTC Technical and Citizens Multimodal Advisory Committees, as well as RTC staff, as to the vision of the regional transportation system in 2050. This information will be used to guide future public outreach. It is anticipated that the first agency working group meeting will be held in January 2020.

Bicycle and Pedestrian Planning

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

- Bicycle and Pedestrian Count Program – The September counts for the 40 locations have been conducted and the annual report is being completed.
- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA). There was not a meeting in December for TMBA.

Vision Zero Truckee Meadows

- Vision Zero Truckee Meadows received Best Community Plan by the State of Nevada Bicycle and Pedestrian Advisory Board at the Trails, Transportation and Tourism Conference in November, 2019
- Vision Zero Truckee Meadows conducted a session at the Trails, Transportation and Tourism Conference in November 2019 that was put on by the Nevada Department of Transportation and State Parks.
- Vision Zero Truckee Meadows participated in a FHWA Peer to Peer Exchange in November. The Task force had 2 representatives in attendance to share with other MPOs about VZTM and learn what other Vision Zero Communities are doing across the country.
- December 12, 2019 the Vision Zero Task Force met and had a guest presenter from the Renown Hospital to discuss the type of injuries they see in youth related to pedestrian and bicycle crashes.

MPO Certification Review

Staff completed the Metropolitan Planning Organization (MPO) Certification Review with the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) on September 25th. No corrective actions were received in the preliminary findings. It is anticipated that the formal results of the certification review will be presented to the Board at the February 21, 2020 meeting after the documentation has been finalized.

Sustainability Planning

The RTC continues to advance initiatives outlined in the RTC Sustainability Plan through the Green Team comprised of agency staff, such as the Sustainable Purchasing Policy and the tracking of paper usage in an effort to achieve a ten percent reduction. RTC also participates in the City of Reno Sustainability & Climate Advisory Committee and continues to be an active member in the regional SPINN Committee. The RTC held an agency Commuter Challenge amongst departments during the months of May through September. The Public Transportation Department won the 2019 competition for the most alternative mode/non-single occupant vehicle (SOV) trips taken during the 5-month period. Staff has begun to compile information for the Annual Report as required by the American Public Transportation Association (APTA) Sustainability Program, of which RTC has been recognized at a Silver-level designation.

RTC Affordable Housing Study

The project team has developed an inventory of potential candidate sites for affordable housing near transit routes and is conducting additional community outreach to gather input. A preliminary

list of sites was presented to the RTC Technical Advisory Committee and Citizens Multimodal Advisory Committee, as well as the project stakeholder group. A summary of this information was presented at a public meeting held on September 12 at the McKinley Arts & Culture Center. RTC shared information about the study at the Mayor's Town Hall of Housing on September 4. Public comments are being incorporated into the report, with an expected draft to be completed in December.

Development Review

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

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

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

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from November 15-December 31:

| | |
|----------------|---|
| November 14 | UNR Civil Engineering Presentation - GIS in Transportation, Planning, Future Needs |
| November 19 | Reno Access Advisory Committee California/Keystone, Mill Street Update |
| November 20 | Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information |
| November 20-21 | Vision Zero Peer Exchange - Vision Zero Outreach |
| November 22 | Virginia Street - Midtown Holiday Kick-Off Event |
| November 27 | Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information |
| December 3 | OPTUM Health Winter Wellness Fair for seniors Booth to promote RTC RIDE, ACCESS and SMART TRIPS, Vision Zero outreach |
| December 4 | RTC Technical Advisory Committee (TAC) Meeting |
| December 4 | Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information |
| December 11 | Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information |
| December 12 | Stuff A Bus Food Drive for Food Bank of Northern Nevada |
| December 12 | Arlington Avenue Bridges Community Meeting |
| December 12 | Vision Zero Truckee Meadows Task Force Meeting |
| December 18 | Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information |
| December 31 | New Year's Eve FREE Safe RIDE |

Media Relations & Social Media

The RTC issued 6 news releases and participated in 13 media interviews on various topics, including the Virginia Street Project, the Arlington Avenue Bridges community meeting, the RTC's double-decker bus pilot demonstration, holiday transit and office schedules, the RTC's Regional Transportation Improvement Plan, transit snow routes, a new signal at Red Rock Road/Silver Lake Road, and more.

Social media was used to promote RTC's Road Ahead segments, Midtown's holiday event, Governor Sisolak's press conference in support of clean energy, RTC careers, traffic improvements at Red Rock Road/Silver Lake Road, Thanksgiving office closures and transit schedules, holiday traffic safety tips, snow routes, the RTC's Regional Transportation Improvement Plan update, Small Business Saturday and supporting businesses in construction zones, Don't Drive, Arrive to Wolf Pack home games, and the RTC Board meeting.

Social media metrics for the month of November: 78,082 impressions on Facebook, Twitter, YouTube and Instagram.

Informational Materials and Video Production

Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included a Virginia Street Project update, FlexRIDE service, information about the RTC's traffic signal optimization program, the Arlington Avenue Bridges feasibility study public meeting and Stuff A Bus holiday food drive.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

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

Nevada Department of Transportation (NDOT)

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

Statewide Transportation Planning

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM: Dan Doenges, PTP, RSP
Planning Manager/Interim Director
of Planning



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: 2050 Regional Transportation Plan (RTP) Transportation Vision

RECOMMENDATION

Acknowledge receipt of report on the 2050 RTP visioning exercise.

SUMMARY

RTC is initiating development of the 2050 Regional Transportation Plan. The purpose of the plan is to identify the long-term guiding principles and goals for the regional transportation system and to identify the projects, programs, and services that will be implemented through 2050. This plan will be based on a robust community engagement process and conducted in collaboration with partner agencies. The plan will address the safety, mobility, connectivity, and traffic operations issues that are resulting from strong population and employment growth in the region. Federal regulations require that the long range planning document be updated every four years. The current RTP approval extends through May 2021.

FISCAL IMPACT

2050 RTP development is included in the Unified Planning Work Program.

PREVIOUS ACTIONS BY BOARD

- November 15, 2019 Board received report regarding the 2050 RTP public and agency outreach process and schedule
- August 17, 2018 Amendment No. 1 to the 2040 RTP approved
- May 21, 2017 2040 RTP approved

ADDITIONAL BACKGROUND

The RTP is the RTC's long-range transportation plan as required under Title 23, Part 450 of the Code of Federal Regulations (CFR). It contains major transportation projects and programs for Washoe County for all modes of travel. It functions as the major tool for implementing long-range transportation planning. The RTP captures the community's vision of the transportation system and identifies the projects, programs and services necessary to achieve that vision that will be implemented by RTC, member entities, and NDOT.

The RTC Planning Department has asked members of both the Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC), as well as all RTC staff, to identify up to three words or phrases that represent their personal vision for the regional transportation system in 2050. Planning staff will utilize the combined responses to assist with framing the context for additional public outreach via online surveys and future public meetings. In addition, staff will present this information to the RTP Agency Working Group (AWG) at their first meeting in January 2020. The AWG will continue to meet on a bi-monthly basis throughout the development of the 2050 RTP.

ADVISORY COMMITTEE(S) RECOMMENDATION

The TAC met on December 4, 2019, and TAC members, as well as RTC staff, provided comments on up to three words or phrases that represented their personal vision for the regional transportation system in 2050. The CMAC did not meet due to weather concerns, however, CMAC members were contacted individually via email to provide their vision for the 2050 regional transportation system as well.

Attachment

2050 RTP Vision – Common Themes

- **Multimodal/Balanced**
- **Safe**
- **Connected/Efficient**
- **Sustainable/Financially Stable**
- **Innovative/Technological**

2050 RTP Comments

| TAC Meeting | CMAC Members | RTC Employees |
|--|---|--|
| Clean, efficient, multi-modal, comprehensive, and connected transportation network, with safety being a prime objective. | 1.Environmental Sustainable,2. Multimodal, 3. Accessible for all | A Regional Park and Ride system |
| Modal Balance, Priority Driven | Efficient, Environmental Sustainable, Safe Transportation at a reasonable Cost for all. | Mobility for all (ages, incomes, abilities, etc.), Accessible mode choices, Smart and coordinated planning |
| Safety, Advancing Technology | Safe, Vision Zero or Zero Fatalities, Supports sustainability through alternate mode choices, ability to evolve with emerging technologies | Innovative, economical, and achievable |
| Collaborative, Transparent, Innovative Technology | Reduce congestion -Improve mobility -Improve air quality | Plan for a safe and efficient multimodal transportation system that supports economic growth and quality of life in Washoe County. |
| Aggressively reduce region's dependence on automobile. | environmentally sound, quick, multi-modal | Multimodal streets and mobility and accessibility for all (including infrastructure and special lanes for small electric vehicles [i.e., e-scooters, e-bicycles]). Autonomous vehicles and autonomous traffic network |

| | | |
|---|--|--|
| City of Reno, Connectivity, Safety-Crash Reduction, Ped/Bike/School, Reduce Conflicts between Modes, Capacity-Delay Reduction | Passenger Service State Wide Inclusive Access Full Automation | Green infrastructure. Well planned connectivity. Financial stability. |
| More Multi-Modal Choices. Lower per capita VMT, A Healthy Community. (Environment, People, Economy) | | Safe, Efficient, environmentally friendly |
| 1. Less VMT/More Active Transportation 2. Safe Roads 3. Leverage Technology | | Efficiency, Sustainable, Customizable |
| 1. Providing Safe and Effective Transportation network with Connectivity | | Green infrastructure. Well planned connectivity, Financial stability. |
| Balance - Capacity vs. growth vs. multimodal vs. new technology vs. safety vs. efficiency, Responsiveness - to growth and changing traffic needs/patterns | | Responding to the mobility needs of our community, Improvements created and integrated into the transportation system effectively and efficiently, Transportation improvements completed with purpose and the supports of our community |
| Connectivity, capacity for all modes, ped/bikeways - separate from roadways (safety) walkability | | Clean Air (as in clean fuels that have little or no emissions), Renewable Energy (something sustainable that promotes a healthier clean environment), Safe (no explanation needed here) |

| | | |
|---|--|---|
| <p>RTC - Efficiency and effectively move traffic and people from place to place, Transportation system that accomodates all modes (bike, peds, cars, handicapp), safety, safety, safety</p> | | <p>Efficient Friendly Convenient</p> |
| <p>1. Efficient, 2. Transit expands service area where needed, 3. Transit maintains service where appropriate, 4. Prioritizes investments to support efficiency, 5. Safety</p> | | |
| <p>1. Reducing vehicle use, 2. Safe healthy transportation options, 3. Working with businesses for flex work schedules to achieve # 1 and 2</p> | | |
| <p>Efficient movement of traffic increased multimodal conditions better connectivity, balance between area development and existing capacity, Alternative modes of transportation</p> | | |
| <p>Coordination between developments, travel demand model and needs (widening and capacity) data driven, Identify major transportation corridors- Review high mode rate and low arterial designations, Verify TMRPA development projections with existing development patterns.</p> | | |



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

| <u>Invitations for Bids (IFB)</u> | |
|--|------------------|
| Project | Due Date |
| Virginia Street BRT Extension – Building Abatement | December 3, 2019 |

Request for Proposals (RFP)

There were none.

REPORT ON BID AWARDS

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

There were none.

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S AUTHORITY

There were none.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Tina H. T. Wu, AICP
Senior Transit Planner



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Purchase Twenty-Three (23) Genfare Fast Fare Fareboxes

RECOMMENDATION

Approve the contract for the purchase of twenty-three (23) Genfare Fast Fare fareboxes for use on RTC RIDE coaches in an amount not to exceed \$381,668; authorize the RTC Interim Director to execute the agreement.

SUMMARY

RTC RIDE operates a fleet of 64 fixed route buses that use Genfare equipment for fare collection. Currently, about two-thirds of the fleet is equipped with Odyssey fareboxes. These fareboxes are between 9 and 12 years old; and are being phased out by the manufacturer. The remaining fleet is equipped with the new generation Fast Fare fareboxes.

The new Fast Fare fareboxes will allow RTC to accept cash, passes, mobile payments and barcode media; and take advantage of added fare programming features. RTC plans to phase in the next generation of fareboxes because replacing all of the fareboxes at once would be too cost prohibitive. RTC RIDE maintenance personnel will perform the installs. With this purchase, the entire fleet will be equipped with the Fast Fare fareboxes. The old Odyssey fareboxes will be sold at auction.

FISCAL IMPACT

The total cost of the fareboxes is \$381,668. Funding is included in the FY 2020 Board approved budget.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

**PURCHASE AND SALE AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
GENFARE, A DIVISION OF SPX CORPORATION**

This purchase and sale agreement (the "Agreement"), is dated and effective as of December 23, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC"), and Genfare, a division of SPX Corporation, having offices at 800 Arthur Avenue, Elk Grove Village, IL 60007 ("SELLER").

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

ARTICLE 1 - SALE OF GOODS

RTC agrees to purchase and SELLER agrees to sell the items identified in Exhibit A, in the numbers and at the prices identified therein (the "Equipment").

ARTICLE 2 – SELLER’S WARRANTIES

SELLER warrants the Equipment to be free from defective material and workmanship and agrees to furnish free of charge and at SELLER’s option, repair or replace any part or parts necessary to make good any defect directly traceable to a fault in material or workmanship of SELLER, provided that the claim for any such defect is made within one year after delivery of the Equipment. Equipment and accessories not of SELLER’s manufacture are warranted only to the extent that they are identified and warranted by the manufacturers of the same.

THIS WARRANTY SHALL NOT APPLY TO (I) ANY LOSS OR DAMAGE RESULTING FROM NORMAL WEAR AND TEAR OR ALTERATION, MISUSE, ABUSE OR (II) IMPROPER INSTALLATION, OPERATION OR MAINTENANCE BY RTC OR A THIRD PARTY. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND SELLER EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

ARTICLE 3 - RESPONSIBILITIES OF RTC

RTC will, upon reasonable request and without cost to SELLER, provide all information that is reasonably available to RTC and pertinent to the Equipment.

ARTICLE 4 – DELIVERY: FREIGHT CHARGES; RISK OF LOSS

- 4.1 Delivery shall be made within 120 days.
- 4.2 The risk of loss or damage and title to the Equipment shall be on SELLER from point of shipment until delivery at RTC’s delivery location in Reno, Nevada. The risk of loss or damage and title to the Equipment shall pass to RTC upon delivery of the Equipment to RTC’s delivery location in Reno, Nevada.

- 4.3 RTC agrees to pay the freight charges specified in Exhibit A.

ARTICLE 5 - RESERVED

ARTICLE 6 - PAYMENTS TO SELLER

- 6.1. SELLER shall submit invoices to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoices. 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. No interest will be paid on funds withheld for incomplete, unsatisfactory, or defective Equipment.
- 6.2 SELLER will invoice RTC upon delivery of all Equipment to RTC's specified delivery location.
- 6.2. Determination of the satisfactory nature and acceptability of the Equipment shall be at the sole discretion of RTC. This in no way is to be construed as a limitation on SELLER's rights under the disputes language or other remedies available under Nevada law.
- 6.3 The goods and services shall be deemed accepted, and any attempt by RTC to reject an order or shipment of goods shall be waived and not enforceable, unless: (i) RTC has promptly inspected the goods and services, and written notice from RTC of any defect has been received by SELLER within thirty (30) days following any delivery of goods or performance of services; and (ii) SELLER has been given by RTC reasonable advance notice and authorization to attend any tests designed to demonstrate that goods or services are defective. Goods may not be returned without obtaining written authorization and shipping instructions from the authorized representative of SELLER.

ARTICLE 7 - TERMINATION

- 7.1. Contract Termination for Default - If SELLER does not deliver all of the Equipment within 120 days, or, if the contract is for services, SELLER fails to perform in the manner called for in this Agreement, or if SELLER fails to comply with any other provisions of this Agreement, RTC shall give SELLER written notice of such event of cause, breach or default and not less than thirty (30) days to cure such event of cause, breach or default. If SELLER fails to fully and timely cure the noticed event of cause, breach or default, RTC may terminate this Agreement for default. Termination shall be effected by sending written notice of termination to SELLER. SELLER 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. RTC shall be entitled to obtain replacement goods or services substantially similar and functionally equivalent to those to be purchased pursuant to this Agreement, and SELLER'S sole liability, and RTC's sole remedy, shall be to reimburse RTC for any amounts paid for nonconforming goods and to pay the reasonable costs incurred by RTC, including cover costs, in re-procuring such goods or services.

- 7.2 Contract Termination for Convenience - RTC may also terminate this Agreement for convenience. In the event of a termination for convenience by RTC, RTC will reimburse SELLER for (i) its expenses incurred to fulfill the Agreement through the cancellation date, including, without limitation, materials and labor, plus (ii) a reasonable profit.

If either party alleges an event of Force Majeure, as defined below, such party shall provide to the other party written notice and a description of the event of Force Majeure with a statement as to how such event has impacted such party's timely performance. Such written notice of the occurrence of an event of Force Majeure must be delivered to the other party within five (5) days following the occurrence of such event or the effect of any such event and excuse shall be waived.

ARTICLE 8 - INSURANCE

- 8.1. SELLER 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, SELLER shall obtain, unless written waiver of such requirements is executed in writing by RTC Director of Finance/CFO, all types and amounts of insurance set forth in Exhibit B, "Indemnification and Insurance Requirements," attached hereto and incorporated herein by reference, and shall comply with all of its terms.

ARTICLE 9 - INDEMNIFICATION - SAVE & HOLD HARMLESS

SELLER's obligations under this provision is, except as provided below, as set forth in Exhibit B, "Indemnification and Insurance Requirements," attached hereto and incorporated herein by reference. Said obligation would extend to any liability to 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, SELLER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. SELLER will take affirmative action to ensure that applicants are employed, and that employees are treated equally 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. SELLER 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. SELLER will, in all solicitations or advertisements for employees placed by or on behalf of SELLER, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

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

ARTICLE 11 - DISPUTES

- 11.1. Contracting Officer. Any disputes arising in the performance of this Agreement, or with respect to its rights and obligations, which cannot be resolved informally by the parties must then be submitted in writing to RTC's Procurement and Compliance Administrator (hereinafter RTC's "Contracting Officer") at 1105 Terminal Way, Suite 300, Reno, Nevada 89502. The complainant must submit in writing its statement of its complaint to the Contracting Officer. The responding party must submit a response to the complaint within fifteen (15) calendar days or such longer time as may be permitted by the Contracting Officer. The Contracting Officer may request additional information from the complainant or from the respondent which must be submitted to the Contracting Officer not less than ten (10) days after the date of the request for the additional information or such longer period of time as is permitted by the Contracting Officer. So far as practicable, the dispute will be decided by the Contracting Officer based on the written appeal, the information and the written response submitted. If either party is not satisfied with the decision of the Contracting Officer, then the unsatisfied party or parties may, within thirty (30) days of receipt of the Contracting Officer's written decision, request the other party to submit the matter for mediation pursuant to part C. of "Rules Governing Alternative Dispute Resolution" adopted by the Nevada Supreme Court. If mediation is unsuccessful, the parties agree to execute a subsequent agreement and such other documents as may be required to allow the dispute to be resolved in accordance with Nevada's Short Trial Program and all rules adopted for the administration of same by the Nevada Supreme Court. A matter subject to the Short Trial Program may be removed as provided in Rule 5 of the Nevada Short Trial Rules.
- 11.2. Performance During Dispute. Unless otherwise directed by the Contracting Officer, SELLER must continue performing under this Agreement while the matters in dispute are unresolved or before the Agreement is terminated as provided in ARTICLE 7.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

RTC and SELLER 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 SELLER, 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 SELLER.

ARTICLE 13 - NOTICE

Notices required under this Agreement shall be given as follows:

RTC: Mark Maloney
Director of Public Transportation
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502

SELLER: Mr. Kim Green
Genfare, a division of SPX Corporation
800 Arthur Avenue
Elk Grove Village, Illinois 60007

ARTICLE 14 - APPLICABLE LAW

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.

ARTICLE 15 - OTHER PROVISIONS

- 15.1. Time is of the Essence - It is understood and agreed that all times stated and referred to herein are a material consideration of the Agreement. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the Executive Director.
- 15.2. Non-Transferability - This Agreement is for SELLER's professional services, and SELLER'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 - SELLER is an independent SELLER to RTC under this Agreement. Accordingly, SELLER is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. SELLER 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 SELLER to RTC.

- 15.5. Attorneys' Fees - In the event of a dispute between the parties results in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.
- 15.6. 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.
- 15.7. Regulatory Compliance - SELLER shall comply with all applicable federal, state and local government laws, regulations and ordinances.
- 15.8. 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.
- 15.9. Amendments - No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
- 15.10. Unavoidable Delays - If the timely completion of this contract should be unavoidably delayed, RTC shall extend the time for completion of the contract for not less than the number of days SELLER was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during SELLER's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of SELLER, is substantial and in fact causes SELLER to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means and such action results from Force Majeure. Force Majeure means any law, order, regulation, direction, request, action or failure to act of RTC or of any government having jurisdiction over RTC, its subcontractors and/or its suppliers, or of any department, agency or corporation of one or more of such governments; failure or delay of transportation; suspension or cancellation of any required license not caused by the action or inaction of SELLER; insurrection; riots, natural emergencies; war; acts of public enemies, strikes or other labor difficulties, materials or components from SELLER's usual sources; fires, floods, earthquakes, lightning or other catastrophes; acts of God; extreme weather conditions; or any cause beyond the reasonable control of the parties.
- 15.11. Notification - SELLER shall notify RTC as soon as SELLER has knowledge or should have had knowledge that an event has occurred which will delay contract completion. Within five (5) calendar days, SELLER shall confirm such notice to RTC in writing, furnishing as much detail as is available.
- 15.12. Request for Extension - Any request for an extension of time to complete the contract shall be made in writing to RTC's representative(s) identified in the Solicitation documents. SELLER shall supply to RTC, upon request, documentation to substantiate the justification for additional time needed for Project completion. RTC shall provide SELLER with notice

of its decision within five (5) days.

- 15.13. Compliance with Laws/Permits and Licenses - SELLER shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations, standards and orders of public authority. If the contract documents are at variance with the above, appropriate modification shall be made by RTC. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve SELLER from his or her obligations to meet such fully and completely. Upon request, SELLER shall furnish to RTC certificates of compliance with all such laws, orders and regulations. SELLER shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, state, county, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between persons(s) submitting a Bid response hereto and RTC by and through its officers, employees, and authorized representatives, and lack of knowledge by any SELLER shall not be a defense.

- 15.14. Written Change Orders - Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. SELLER shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer. All change orders shall be reviewed and approved in writing by both parties.

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

- 15.16. Indirect and Consequential Losses; Maximum Liability - SELLER shall not be liable under any theory of relief, arising out of or related to the order/contract or SELLER's acts or omissions in connection therewith for incidental, special or consequential damages of any nature, including, without limitation, loss of profits or Contract, damage to property or loss of use that may be suffered by RTC or claimed against it.

- 15.17. SELLER's Intellectual Property - SELLER retains title to all intellectual property, patents, trademarks, know-how, copyrights, software, engineering and designs, models, work product, production prints, drawings, technical data, and other information and documents that relate to the goods and services sold to RTC. Unless advised by SELLER in writing to the contrary, all such intellectual property, information and documents disclosed or delivered by SELLER to RTC are to be deemed proprietary to SELLER and shall be used by RTC solely for inspecting, installing, operating and maintaining the goods and services sold to RTC and not used by RTC for any other purpose.

- 15.18. Limited Remedies – RTC has available all rights at law and equity except as limited or disclaimed herein.
- 15.19 Confidentiality – In the course of this Agreement, each party will learn information that the other party regards as confidential or proprietary. To the extent permitted by law, each party will keep confidential this information and any other information which such party may acquire with respect to the other party’s business, unless and until the disclosing party consents to disclosure, or unless such knowledge and information otherwise becomes general available to the public through no fault of the receiving party.
- 15.20 Software – Any software that is included in or required for the Equipment or services provided under this Agreement shall be provided to RTC pursuant to Seller’s standard software license agreement.
- 15.21 Limit on Liability – SELLER’s maximum aggregate contractual liability under this Agreement (including any warranty claims or otherwise) shall not exceed two times the amount of the purchase price for the Equipment. SELLER’s maximum aggregate liability under this Agreement (including the contractual matters) shall not exceed the insurance limits specified in Exhibit B.

ARTICLE 16 – FTA REQUIRED CLAUSES

- 16.1. This Agreement is funded, in whole or in part, with funding from the Federal Transit Administration. As a condition for receiving payment under this Agreement, Contractor agrees to comply with any and all federal clauses attached as Exhibit C, and those clauses are incorporated herein by reference.

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

APPROVED AS TO LEGALITY AND FORM

Dale E. Ferguson, Esq., RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Amy Cummings, Interim Executive Director

GENFARE, A DIVISION OF SPX CORPORATION

By: _____
Kim Green, Executive Director, Business

SAMPLE

EXHIBIT A
Sales Quote

| Part Number | Description | Quantity | Price per Item | Total per Item |
|---------------------|--|----------|----------------|----------------------|
| D28700-2902A-41 | 41" Fast Fare built with RTC Reno's specs. | 23 | \$ 16,328.00 | \$ 375,544.00 |
| B29084-0025 | 25' J1708 cable | 23 | \$ 20.37 | \$ 468.51 |
| J1708 License | J1708 Interface Software License | 23 | \$ 175.00 | \$ 4,025.00 |
| Freight | Freight | 1 | \$ 1,630.00 | \$ 1,630.00 |
| | | | | |
| Total Amount | | | | \$ 381,667.51 |

SAMPLE

EXHIBIT B

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. INTRODUCTION

IF CONTRACTOR AGREES TO RESPOND TO THE "REQUEST FOR QUALIFICATIONS/PROPOSALS", HE MUST BE WILLING TO COMPLY WITH THE INSURANCE REQUIREMENTS LISTED BELOW AND HAVE THEM INCLUDED IN ANY NEGOTIATED AGREEMENT. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF PROPOSAL SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE RTC DIRECTOR OF FINANCE/CFO DIRECTLY AT (775) 335-1845. The term "CONTRACTOR" as used in this Attachment A means the "SELLER".

2. INDEMNIFICATION

CONTRACTOR agrees to save and hold harmless and fully indemnify the RTC, 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") brought on by a third party to the extent directly arising out of:

- A. The negligent acts or willful misconduct of CONTRACTOR, its employees, agents, officers, directors, subs, or anyone else for which CONTRACTOR is legally responsible; and
- B. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part or component (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part or component (including software) except as consented to by CONTRACTOR.

The Damages are limited to, those resulting from (a) personal injury to any person, including bodily injury, sickness, disease or death and (b) damage to real property or personal property and (c) from subsection 2.B. above.

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

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

3. GENERAL REQUIREMENTS

Except as provided in paragraph 11 below, prior to the start of any work on a RTC project, the CONTRACTOR shall purchase Workers Compensation, Commercial General Liability, Commercial Automobile Liability 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 an agreement hereunder by the CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by the CONTRACTOR.

4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

It is understood and agreed that there shall be no workers' compensation Insurance coverage provided for the CONTRACTOR by the RTC. The CONTRACTOR, shall procure, pay for and maintain required coverages. The CONTRACTOR agrees, as a precondition to the performance of any work under this Contract and a precondition to any obligation of the RTC to make any payment under this Agreement, to provide the RTC with certificates issued by an insurance company that shows compliance with this Agreement. .

5. SCOPE OF LIABILITY INSURANCE

Unless modified by the RTC, the CONTRACTOR'S Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability Coverage "occurrence" form CG0001 04/13 or Chubb form XS-6U91d 06/10. The Commercial General Coverage shall include, but is not limited to, Liability Coverage arising from Premises, Operations, Products/Completed Operations, Personal and Advertising, Injury, Contractual Liability and Property Damage.
- B. Insurance Services Office Business Auto Coverage form CA00 01 10/13 or an equivalent form covering Automobile Liability symbol 1 "Any Auto." including owned, leased, hired, borrowed and non-owned autos.

6. LIMITS OF LIABILITY INSURANCE

The CONTRACTOR shall maintain limits of:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit.
- B. Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
- C. Workers' Compensation Insurance: Coverage shall be written for statutory limits for the State of Nevada with limits of \$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limits for Employer's Liability.

7. SELF-INSURED RETENTIONS

Any self-insured retentions must be declared to the RTC Director of Finance/CFO prior to signing this Agreement.

8. OTHER INSURANCE PROVISIONS

A. General and Auto Liabilities

- 1) The RTC, and FTA, including their elected officials, officers, and employees, are to be included as additional insureds as respects to Contractor's General and Auto liability policies arising out of activities performed by or on behalf of the CONTRACTOR, including but not limited to, products and completed operations.
- 2) The CONTRACTOR'S General liability insurance coverage shall be primary insurance as respects the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONTRACTOR'S insurance and shall not contribute in any way.
- 3) The CONTRACTOR'S General Liability and Auto Liability insurance shall include a cross-liability/separation of insureds provision.
- 4) Endorsements for General and Auto Liabilities including all additional insureds are required.

B. Worker's Compensation and Employer's Liability Insurance

- 1) The policy shall include an endorsement waiving the insurance company's rights of subrogation against the RTC, and FTA, including their elected officials, officers, and employees.

C. All Insurance

- 1) Except as provided in paragraph 8.C.2 below, insurance carriers shall not be changed and coverages shall not be suspended, canceled, non-renewed, or reduced in coverage or in limits by either the CONTRACTOR or by the INSURER, except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given by the CONTRACTOR to the RTC.
- 2) Cancellation by the insurer for non-payment of premium requires that the insurer gives the CONTRACTOR notice of cancellation ten (10) calendar days before the effective date of cancellation. The CONTRACTOR shall notify the RTC immediately upon receipt of the notice.

9. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII. The RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning the CONTRACTOR and the insurance carrier. The RTC reserves the right to require that the CONTRACTOR'S insurer be licensed and an admitted insurer in the State of Nevada or on the Insurance Commissioner's approved but not admitted list.

10. VERIFICATION OF COVERAGE

The CONTRACTOR shall furnish the RTC with copies of the certificates of insurance and copies of endorsements required by this Exhibit. The certificates are to be on ACORD. All self-insured retentions shall be shown on the certificate. All certificates and endorsements are to be addressed to the Finance department and be received by the RTC before work commences.

11. MISCELLANEOUS CONDITIONS

- A. Nothing contained in the insurance requirements shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from its actions or the actions of any of its subcontractors in the performance of this Agreement.
- B. In addition to any other remedies the RTC may have if the Contractor fails to maintain any insurance required hereunder, the RTC may, at its sole option:
 - 1) Order the CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due the CONTRACTOR hereunder until the CONTRACTOR demonstrates compliance with the requirements hereof;
 - 2) Terminate the Agreement.

EXHIBIT C

FTA REQUIRED CLAUSES

CLAUSE 1 - BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661]

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

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

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

CLAUSE 6 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.* The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 7 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

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

CLAUSE 8 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

CLAUSE 9 - FEDERAL CHANGES

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

CLAUSE 10 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

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

CLAUSE 11 - RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

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

CLAUSE 12 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

CLAUSE 13 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CLAUSE 14 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

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

- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

CLAUSE 15 - PRIVACY ACT

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 16 - CIVIL RIGHTS LAWS AND REGULATIONS

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

A. Nondiscrimination in Federal Public Transportation Programs

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

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the

Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.

3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

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

September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex

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

E. Nondiscrimination on the Basis of Age

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

F. Nondiscrimination on the Basis of Disability

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

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

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

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

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No.

13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

CLAUSE 19 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the

DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.

- E. The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

CLAUSE 20 - INCORPORATION OF FTA TERMS

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

CLAUSE 22 - TRANSIT ASSET MANAGEMENT

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

CLAUSE 23 - SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

CLAUSE 24 - FEDERAL MOTOR CARRIER SAFETY

- A. Contractor shall comply with the economic and insurance registration requirements of the U.S. Federal Motor Carrier Safety Administration ("FMCSA") and 49 U.S.C. § 31138(e).
- B. Contractor shall comply with the safety requirements of FMCSA.
- C. Contractor shall comply with the driver's license requirements of FMCSA.

CLAUSE 25 - VETERANS PREFERENCE

- A. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor and its subcontractors shall give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the Agreement.
- B. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor and its subcontractors shall not require any lower-tier subcontractor to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, and individual with a disability, or a former employee.

CLAUSE 27 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION

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

- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

CLAUSE 28 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

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

CLAUSE 29 - WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

CLAUSE 35 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

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

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

CLAUSE 38 - LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.10

TO: Regional Transportation Commission

FROM: David Carr, Facilities and Fleet
Manager



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Purchase of Seventeen (17) Electric Hybrid Buses for RTC RIDE service

RECOMMENDATION

Approve the purchase of seventeen (17) electric hybrid fixed-route buses utilizing the Common Wealth of Virginia Fleet Vehicles procurement contract number E194-75548 for an estimated amount not to exceed \$13,855,000; authorize the RTC Interim Director to execute the agreement.

SUMMARY

In FY 2020, RTC budgeted the purchase of seventeen (17) hybrid electric buses for replacing existing diesel vehicles in fixed-route service. These buses are near or past the end of their useful life. The RTC has been purchasing fully electric buses and has a sustainability goal to be 100% alternative fueled / electric by 2035 and remains on track to achieve this goal. However, based upon the current performance of our electric vehicle fleet it has been determined that we are unable to significantly expand the fleet further due to limits in the operating range of battery electric buses currently available on the market. This lack of range makes current bus technology unsuitable for RTC's needs but it is expected that fully electric buses will be operationally compatible as battery and bus technology improves in the future. Until the technology evolves and provides a long range fully electric bus the RTC has determined that there is currently available hybrid electric diesel technology that will bridge this gap. Hybrid vehicles offer many of the same improvements in fuel economy, reduced emissions and engine performance. The hybrid technology today will allow us to program some zero emissions green zones around dense urban areas (4th Street Station) and any other designated zones or corridors which are adversely affected by diesel emissions. The RTC will continue to monitor the market and investigate new technologies as they are developed in order to continue to achieve our 2035 sustainability goals.

When RTC fails to replace buses at the end of their useful life the contract with Keolis Transit Services, Inc. obligates RTC to pay the cost of additional maintenance incurred for operating these older vehicles. These costs increase significantly as major components fail and systems need to be overhauled and/or replaced on the oldest buses in the fleet. RTC has budgeted for some of these

replacements costs but would have to significantly increase the maintenance operations budget in order to maintain these vehicles past their useful life which would in turn have a detrimental impact on overall available operational funds to operate fixed route service.

FISCAL IMPACT

Funding for this agreement is included in the FY2020 Board approved budget.

PREVIOUS BOARD ACTIONS:

There has been no previous action on this item.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

11/19/2019
RENO RTC, OPTION OFF VIRGINIA STATE CONTRACT
(17) 40' HYBRID (BRT) LOW FLOOR BUSES

| ITEM | RENO, RTC |
|-----------------------------|--|
| ENGINE | 20 CUMMINS ISB 280 HP |
| ALLISON H40EP HYBRID SYSTEM | REQUIRED |
| AUXILIARY ENGINE OIL FILTER | SPINNER II |
| COOLANT FILTER | DAVCO FUEL PRO HEATED |
| ENGINE FUEL FILTER | RACOR HEATED R490 |
| STARTER | NOT REQUIRED |
| ALTERNATOR | VANNER HBA |
| ENGINE BLOCK HEATER | NOT REQUIRED |
| AIR RESTRICTION INDICATOR | DONALDSON INFORMER RBX00-2277 |
| E-COAT RAD/CAC, HYD COOLER | REQUIRED |
| RADIATOR | EMP GEN IV (ELECTRIC) |
| RADIATOR TANK GUARD | NOT REQUIRED |
| ENGINE OIL EXTRACTOR PORT | REQUIRED |
| TRANSMISSION/HYBRID SYSTEM | ALLISON H40EP |
| TRANS OIL EXTRACTOR PORT | TITAN PROBLYZER |
| BRAKES | DISC |
| AXLE HUB SEALS | C/R OIL SEALS |
| WHEEL MOUNTING | HUB PILOTED |
| HUBODOMETER | VEEDER ROOT |
| HUBODOMETER GUARD | NOT REQUIRED |
| ELECTRIC STEERING ASSIST | NOT REQUIRED |
| AUTOMATIC TRACTION CONTROL | REQUIRED |
| DASH FUEL GAUGE | NOT REQUIRED |
| FUEL FILL | EMCO WHEATON POSILOCK FLIP CAP |
| REAR RUN BOX GAUGES | ELECTRIC/ OIL PRESSURE/ ENGINE COOLANT/ VOLTMETER |
| REAR HAND THROTTLE | NOT REQUIRED |
| SWAT SWITCH | NOT REQUIRED |
| ELECTRICAL TOW CONNECTION | NOT REQUIRED |
| BATTERY TYPE | (2) DEKA AGM 8D |
| BATTERY JUMP START CONN | (1) ANDERSON 350 / AT BATTERY BOX |
| ENGINE SKID PROTECTION | REQUIRED |

| | |
|---|---|
| WHEELCHAIR RAMP | RICON 6:1 |
| HVAC MOTORS(TK) | EBM BRUSHLESS |
| HVAC COMPRESSOR (TK) | S391 |
| REFRIGERANT | R134A |
| FRESH AIR MAKE-UP | NOT REQUIRED |
| REFRIGERANT PRESSURE DISPLAY | REQUIRED |
| DRIVERS HEATER MOTORS | BRUSHLESS |
| FRONT STEP HEATER | REQUIRED |
| EXIT DOOR HEATER | NOT REQUIRED |
| UNDERSEAT HEATER | NOT REQUIRED |
| AUX DRIVERS FAN | NOT REQUIRED |
| AUXILIARY COOLANT HEATER | SPHEROS |
| REAR DOOR | 34" SWING OPEN |
| REAR DOOR CONTROLS | VAPOR CLASS SYSTEM (OPTICAL SENSOR) |
| VAPOR ELECTRONIC DOOR CONTROL W/ PUSH BUTTONS | NOT REQUIRED |
| EXTERIOR DOOR RELEASE | NOT REQUIRED |
| AUX STOP REQUEST BUTTON REAR DOOR | REQUIRED |
| AMBER STOP REQUEST LAMP ON DASH | REQUIRED |
| WHEELS | (7) LVL ONE CLEAN & BRIGHT ALCOA ALUMINUM DURABRIGHT WHEELS |
| TIRES | CUSTOMER FURNISHED (CREDIT FOR STANDARD TIRES) |
| AIR DRYER | BENDIX AD9 |
| BRAKES | DISC |
| AUTOMATIC TIRE CHAINS | ON SPOT |
| EXTERIOR ADD FRAMES | SS/ CS/ REAR |
| SCHEDULE RACKS | NOT REQUIRED |
| PASSENGER INFORMATION BOARD | 19/21 4PW 1L-HAMPTON 2018 |
| WHEELWELL STORAGE BOX | CS REQUIRED |
| ELECTRICAL STORAGE BOX | 44" |
| DRIVERS SEAT | RECARO ERGO METRO W/ LAP BELT (HEATED) |
| DRIVERS BARRIER | W/ CUTOUT SLOTS |
| SSTL ADA GUIDE BAR | NOT REQUIRED |
| PASSENGER SEATS | AMSECO INSIGHT W/VR50 ONSETS W/ DRAIN HOLES w/ USB's |
| RAISED REAR SEAT PLATFORM | AND QSTRAINT WHEEL CHAIR (2) NOT REQUIRED |

| | |
|-----------------------------|--|
| PASSENGER SIGNALS | TOUCH TAPE |
| NYLON GRAB STRAPS | (14) REQUIRED |
| PASSENGER WINDOWS | UPPER TRANSOMS W/ BONDED FRAMES |
| HEADLIGHTS | LED (2) LOW BEAM & LED (2) HIGH BEAM |
| INTERIOR LIGHTING | LED |
| CEILING MTD FAREBOX LAMP | NOT REQUIRED |
| LED YIELD SIGN | NOT REQUIRED |
| AUX REAR STOP LAMPS | (2) 18" STRIP LAMPS AT LOWER HVAC DOOR |
| INTERIOR STANCHIONS | YELLOW POWDERCOATED VERTICAL AND FRONT WHEEL WELL - ALL OTHERS STAINLESS |
| 2-WAY RADIO & ANTENNA | INCL W/ ITS |
| DRIVERS SPEAKER | REQUIRED |
| BOOM MIC | REQUIRED |
| HAND MIC | REQUIRED |
| PA SYSTEM | INCL W/ ITS |
| VOICE ANNUNCIATOR / ITS SYS | TRAPEZE TRANSIT MASTER (RENO RTC SPECS) |
| PLEASURE RADIO & ANTENNA | NOT REQUIRED |
| FAREBOX | GF FASTFARE INSTALLED |
| TRANSFER CUTTER | NOT REQUIRED |
| PASSENGER COUNTER | IRMA APC (INCL W/ ITS SYSTEM) |
| DESTINATION SIGNS | TWIN VISION AMBER LED (F, CS, REAR, DASH) |
| HEATED FRONT SIGN GLAZING | NOT REQUIRED |
| FLOORING MATERIAL | ALTRO / GW INDUSTRIES |
| ROOF HATCHES | (2) MANUAL OPEN/CLOSE |
| EXTERIOR MIRRORS | SAFE FLEET, CLASS 1 W/ HEAT 2/ REMOTE CONTROL |
| DRIVERS DASH GAUGES | ENGINE COOLANT / 12V / 24V |
| ADJUSTABLE PEDALS | NOT REQUIRED |
| SSTL TRASH CAN | NOT REQUIRED |
| EXTERIOR PAINT / GRAPHICS | 5-COLOR W/CUSTOM & DECAL PACKAGE (BUDGETARY) |
| I/O PROGRAM MODULE | REQUIRED |
| FIRE SUPPRESSION SYSTEM | AMEREX V-25 |
| BIKE RACK | SPORTWORKS 3 POSITION APEX 3 (100945) W/ AD PANEL |
| BIKE RACK MIRROR | NOT REQUIRED |
| BIKE RACK DEPLOYED LAMP | NOT REQUIRED |

| | |
|---|---|
| VIDEO SURVEILLANCE SYSTEM | MOBILE VIEW 7000 (10) CAMERA SYSTEM |
| TRAFFIC LIGHT PREEMPTION | INCL W/ ITS SYSTEM |
| ZONAR | V4 GPS KIT W/ INSPECTION DEVISE AND SERVICE |
| MEDICAL AID KIT | REQUIRED |
| BIG GULP CUP HOLDER | REQUIRED |
| BLOODBORN PATHOGEN KIT | REQUIRED |
| EXT WARRANTY (COMPLETE BUS) | 1 YEAR/50,000 MILES |
| EXT WARRANTY (ENGINE) | 2 YEARS/UNLIMITED MILES |
| EXT WARRANTY (ALLISON HYBRID) | 2 YEARS/ 100,000 MILES |
| EXT WARRANTY (BASIC BODY) | 3 YEARS/UNLIMITED MILES |
| EXT WARRANTY (RAMP) | 1 YEAR/UNLIMITED MILES |
| EXT WARRANTY (EXT PAINT) | 3 YEARS/UNLIMITED MILES |
| EXT WARRANTY (SUB FLOOR) | 12 YEARS/UNLIMITED MILES |
| EXT WARRANTY (FLOORING) | 12 YEARS/UNLIMITED MILES |
| EXT WARRANTY (WATER LEAKS) | 4 YEARS/200,000 MILES |
| EXT WARRANTY (DIFFERENTIAL) | 2 YEARS / 100,000 MILES |
| EXT WARRANTY (HVAC) | 2 YEARS / UNLIMITED MILES |
| EXT WARRANTY (CHASSIS STRUCTURE) | 7 YEARS/350,000 MILES |
| TOTAL RENO RTC, VARIANCES | |
| VIRGINIA STATE 40' HYBRID BRT LOW FLOOR BASE UNIT PRICE | |
| DELIVERY FEE | |
| Special one time returning customer discount (if applicable) | |
| RENO RTC, NV 40' ALLISON HYBRID BRT + LOW FLOOR CURRENT PRICE (11/18/2019) | |

OPTIONS NOT INCLUDED IN PRICE

| | |
|-------------------------------|-------------------------|
| BRT STYLING PACKAGE | BRT PLUS (if available) |
| DIAGNOSTIC SOFTWARE | |
| LYTX PREWIRE | |
| EXT WARRANTY (ALLISON HYBRID) | 5 YEARS/300K MILES |
| TRAINING (Allison) | ON SITE OR ON LINE |
| TRAINING (Cummins) | ON SITE OR ON LINE |
| EXT WARRANTY (BAE) | 5 YEARS/300K MILES |

OPTIONS FOR ISB/BAE COMBINATION INSTEAD OF ISL/ALLISON

| | |
|---------------------------------|--------------------|
| 19' ISB 280 HP w/ Allison H50EP | |
| BAE HYBRID SYSTEM | |
| EXT WARRANTY (BAE HYBRID) | 5 YEARS/300K MILES |

MANAGEMENT FEE

State of Virginia management fee % or amount

DELIVERY SCHEDULE FROM NTP

Delivery schedule from NTP

ZONAR

| | |
|---|---------------------------------------|
| 2 | V4 GPS KIT |
| 2 | 2010 Electronic Inspection Device Kit |
| 2 | Annual V4 GTC |
| 2 | Annual EVIR CSA Inspection Service |
| 2 | GSM Activation |
| | Shipping and handling |
| | Installation |

VEHICLE SPECIFICATIONS

TRAPEZE ITS

| Qty | Part # | Description |
|-----|-------------|---|
| 2 | 01T0036-001 | Mobile Software Fee |
| 2 | 01T0037-001 | Headsign Interface Software Fee |
| 2 | 01T0040-001 | TSP Interface Software Fee |
| 2 | 01T0044-001 | APC Interface Software Fee |
| 2 | 01T0046-001 | Loud and Clear Interface Software Fee |
| 2 | 10T0014-001 | Sign, 1-Line Adaptive, Red |
| 2 | 10T0625-002 | V8 IVLU ASSEMBLY, W/TDMA, PDB PLATE |
| 2 | 11TXXX-001 | RADIO EQUIPMENT KIT, TAIT TM8105 |
| 2 | 24T0016-005 | COVERT MIC, UNIDIRECTIONAL |
| 2 | 24T0028-003 | Radio Antenna, 450-470 MHz |
| 2 | 24T0058-001 | COVERT SWITCH |
| 2 | 24T0782-001 | ANTENNA, 3 in 1, x2 WIFI, x1 GPS, 1 FT LEADS |
| 2 | 25T0128-004 | Handset, 48" Coiled Cable |
| 2 | 25TXXX-001 | OPTICOM, TSP, MODEL 2101, W/J1708 |
| 2 | 45T0152-321 | Sensor, APC, IRMA Matrix, Front Door |
| 2 | 45T0152-322 | Sensor, APC, IRMA Matrix, Rear Door |
| 2 | 50T0009-001 | DRIVERS SPEAKER |
| 2 | 50T0035-001 | J1708 DISTRIBUTION BOX ASSEMBLY |
| 2 | 50T0147-001 | MDT TOUCH, 10.2" DISPLAY |
| 2 | 50T0197-003 | POWER DISTRIBUTION BOX, 1-RADIO & MODEM |
| 2 | 65T0125-002 | RAM DBL SOCKET ARM 8.75 LG |
| 2 | 65T0125-010 | BASE, RAM MOUNT, 1.50 DIA BALL |
| 2 | 75T0169-025 | Cable, RF, MINI UHF TO PL259, 25 ft |
| 2 | 75T0369-020 | CABLE, J1708 BOX to DESTINATION SIGN, 20 FT |
| 2 | 75T0710-005 | CABLE, J1708 BOX to FAREBOX, 5 FT |
| 2 | 75T0819-025 | CABLE, GPS, SMAM to SMAF, 25 FT |
| 4 | 75T1106-025 | CABLE, WLAN, RP-SMAM to RP-SMAF, 25 FT |
| 2 | 75T1342-020 | CABLE, J1708 BOX to 1-LINE SIGN, 20 FT |
| 2 | 75T1555-001 | CABLE HARNESS, PDB to V8 |
| 2 | 75T1561-008 | CABLE, MDT, LVDS, 8M |
| 2 | 75T1770-110 | Cable, Ethernet, IRMA Matrix, 10M |
| 2 | 75T1770-120 | CABLE, MATRIX TO RJ45, 20 M |
| 2 | 75T1843-005 | CABLE, EXT, J1708, PDB to J1708 DIST BOX, 5 FT |
| 2 | 75T1855-001 | CABLE, HARNESS, V8 PDB POWER, OEM, PROTERRA |
| 2 | 75T1856-001 | CABLE HARNESS, W3000, DISCRETES, OEM, PROTERRA |
| 2 | 75T1866-001 | CABLE HARNESS, W8006, COMMS, REV & ODO, OEM, PROTERRA |
| 2 | 75T1867-001 | CABLE HARNESS, W8003, VEHICLE, OEM, PROTERRA |
| 2 | 75T1869-001 | CABLE HARNESS, W1000, AUDIO, OEM, PROTERRA |

DESTINATION SIGN

| Item | Code | Description |
|------|-----------------|---|
| A | DD028A11NON50 | 160X17 OLEM Amber front sign |
| B | DD054A11NON50 | 112X15 OLEM Amber curb sign |
| C | DD055A11NON51 | 48X15 OLEM Amber Rear Sign (interior mount) |
| D | E420F15 | Driver Console Inlcuding J1708 I/F w/ BK2027 |
| | | <i>Wiring loom 3 sign system:</i> |
| E | CX687(0.6) | Cable - Bus Power |
| F | CX663(2.0) | Cable - To Eric controller |
| G | CX664 | Cable - Splitter to Front Sign & Controller |
| H | CX665(4.3) | Cable - Point to Point - Front to Curb Sign |
| I | CX665 (13.5) | Cable - Point to Point - Side Sign to Rear Sign |
| J | CX389J1708(T01) | Cable - Emergency Input & J1708 I/F cable |
| K | Keylo/Helen | Programing kit inlcuding software |

MOBILEVIEW CAMERAS

| QTY | Description |
|-----|------------------------------|
| 2 | 4.0 MM Exterior |
| 1 | 2.8 MM Rear-view |
| 2 | 4.0 MM Mini-dome |
| 4 | 2.8 MM Mini-dome |
| 1 | 2.8 MM Forward Facing Camera |

VEHICLE SPECIFICATIONS



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.11

TO: Regional Transportation Commission

FROM: Scott Miklos
Trip Reduction Analyst


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Request for Proposal for Provision of RTC VANPOOL Services

RECOMMENDATION

Approve the Request for Proposal (RFP) for the provision of RTC VANPOOL service.

SUMMARY

The RTC VANPOOL program is operated through a contract with Enterprise that expires May 31, 2020. As part of this contract, Enterprise provides, maintains and insures the vans, and vanpool participants split the cost of the vehicle lease and gas. The RTC SMART TRIPS trip reduction program contributes a subsidy to lower the vanpool participants' costs as an incentive to rideshare.

FISCAL IMPACT

Funding for the RTC VANPOOL program is included in the FY 2020 RTC Board approved budget.

PREVIOUS ACTIONS BY BOARD

May 20, 2019 Approved final one-year option with Enterprise for the term of June 1, 2019, to May 31, 2020.

May 21, 2018 Approved the first of two, one year agreement options with Enterprise.

ADDITIONAL BACKGROUND

The RTC VANPOOL RFP will be issued to ensure continuation of vanpool services. It is recommended that the base term of the contract be four years, with three, two-year options. Any changes to the RFP requested by the Board will either be incorporated in the document prior to release or included in addenda to the RFP prior to the proposal due date.

If approved by the Board, the RFP will be issued on December 23, with proposals due February 5, 2020. The recommended award will be brought to the Board for approval on April 17, 2020.

Proposals will be evaluated by a team approved by the RTC Interim Executive Director. The successful proposer will be selected through a competitive solicitation process as required by Federal Highway Administration and Federal Transit Administration regulations. Proposals will be rated separately on their technical merits and cost, as shown in the evaluation criteria below:

| | Criteria | Points |
|----|--------------------------------|---------------|
| A. | Management Team | 20 |
| B. | Vehicle Fleet and Maintenance | 15 |
| C. | Marketing and Customer Service | 25 |
| D. | Financial Capability | 12 |
| E. | Innovation and Technology | 8 |
| F. | Price | 20 |
| | TOTAL | 100 |

- (1) Management Team (20 points) - This criterion will consider the technical capability and experience of the Proposer's Project Manager and key personnel to perform the Scope of Work, and the evaluation and assessment of discussions and information provided by references and from any interviews (if interviews are conducted), and any site visits (if such visits occur). This criterion will also include an evaluation of the Proposer's project and start-up plans, approach, and schedule.
- (2) Vehicle Fleet and Maintenance (20 points) - This criterion will consider the demonstrated ability of the Proposer to provide high quality vehicles in a timely manner and the capability to expand the fleet as conditions warrant. The Proposer's program for preventive and unscheduled maintenance, identified facilities, driver training and safety plan will be evaluated and the ability to provide vehicles through loaner or spare vehicles, roadside assistance, and shuttle services.
- (3) Marketing and Customer Service (20 points) - Marketing plan to promote vanpooling awareness and improved perception, ability to increase participation levels, approach to identify additional vanpools, coordination with RTC TRIP MATCH, customer service plan, ease in reporting data by vanpool participants, and ability to accept and administer payments will be evaluated.
- (4) Financial Capability (12 points) - This criterion will evaluate Proposer's financial condition, liabilities and capability to purchase and maintain required insurance [and bonds]. The Proposer's knowledge of funding strategies and arrangements and demonstrated ability to adjust to changes in funding availability for the service will be assessed.

- (5) Innovation and Technology (8 points) - Innovative strategies to enhance vanpool services will be evaluated. This criterion also includes the administrative capabilities of the Proposer, demonstrated ability and protocol to track and provide accurate ridership data for NTD reporting purposes, and available technology to monitor vanpool performance and ridership.
- (6) Price (20 points) - Price proposals will be evaluated by the RTC's purchasing representative based on the Total Cost by Vehicle Type and Mileage proposed, which is the sum of the prices for the base and option years. The proposer with the lowest Total Cost by Vehicle Type and Mileage proposed will receive the maximum number of points available, which is 20 points. Other proposers will receive points based on a ratio of their Total Cost by Vehicle Type and Mileage proposed to the lowest Total Cost by Vehicle Type and Mileage proposed.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**REQUEST FOR PROPOSALS
RTC 20-13**

FOR

**REGIONAL TRANSPORTATION COMMISSION
VANPOOL PROGRAM**

RFP Number: **RTC20-13**

Date Issued: December 23, 2019

Date Due: February 5, 2020

Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, Nevada 89502

Tel: 775.332.9511

Fax: 775.348.3233

PUBLIC NOTICE

REGIONAL TRANSPORTATION COMMISSION

**REQUEST FOR PROPOSALS
RTC VANPOOL PROGRAM
RTC 20-13**

The Regional Transportation Commission (RTC) provides public mass transportation in Washoe County, Nevada. RTC has responsibility for the RTC RIDE fixed-route transit services and the RTC ACCESS Americans with Disabilities Act (ADA) complementary paratransit services, and currently has a vanpool service program, RTC VANPOOL.

The RTC is soliciting proposals for contractors to lease vehicles to vanpool coordinators. The selected contractor will provide maintenance of the vans, insurance, marketing, customer service, and reporting to the RTC. The vanpool contractor will assume all responsibility and liability for the vans, and will ensure that drivers of the vanpools are insured and adequately trained and qualified to safely operate the vehicles.

Solicitation documents may be obtained at no charge from the RTC electronically at www.ebidexchange.com/rtc or by contacting Ranjini Zucker, RTC Procurement and Contracts Manager at (775) 332-9511, email -- rzucker@rtewashoe.com.

A non-mandatory Pre-Proposal Meeting will be held at the RTC, 1105 Terminal Way, Suite 318, Reno, NV 89502 on January 7, 2020 at 10:00 a.m. (PDT).

All proposals must be received by RTC in writing no later than February 5, 2020 at 3:00 p.m. (PDT), and should be addressed to: RTC, Ranjini Zucker, Procurement and Contracts Manager, at 1105 Terminal Way, Suite 300, Reno, NV, 89502. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

Electronic, or faxed submittal of proposals, or modifications thereto, will not be accepted. Service and performance requirements, capacity, and insurance requirements, as well as other necessary information, shall be in accordance with the RTC specifications detailed in the RFP.

RTC reserves the right to reject any or all proposals, alternates or options, or accept the proposal (or proposals) that is deemed by the RTC to be in the best interest of the RTC. The RTC also reserves the right to waive any irregularities and/or informalities with proposals submitted.

The RTC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, religion, color, sex, age, disability, or national origin in consideration for an award.

**REGIONAL TRANSPORTATION COMMISSION
RFP NO. RTC 20-13**

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| PART I - INSTRUCTIONS TO PROPOSERS..... | 1 |
| 101. INTRODUCTION | 1 |
| 102. SOLICITATION SCHEDULE..... | 1 |
| 103. DEFINITIONS..... | 1 |
| 104. RTC BACKGROUND..... | 2 |
| 105. OVERVIEW OF PROCUREMENT..... | 3 |
| 106. PRE-PROPOSAL MEETING | 3 |
| 107. RFP REVIEW AND MODIFICATION PROCEDURE | 3 |
| 108. PREPARATION OF PROPOSALS..... | 4 |
| 109. SUBMISSION OF PROPOSALS..... | 4 |
| 110. REQUIRED FORMAT AND PROPOSAL DOCUMENTS | 5 |
| 111. TERMS OF PAYMENT | 9 |
| 112. PRICE STABILITY | 9 |
| 113. TAXES | 9 |
| 114. COST OF PROPOSAL | 9 |
| 115. RTC DESIGNATED CONTACTS AND COMMUNICATIONS..... | 9 |
| 116. RFP WITHDRAWAL | 10 |
| 117. ACCEPTANCE OF PROPOSALS | 10 |
| 118. SUBCONTRACTORS..... | 10 |
| 119. EXCEPTIONS TO PROPOSAL..... | 10 |
| 120. TECHNICALLY UNACCEPTABLE PROPOSALS..... | 11 |
| 121. WITHDRAWAL OF PROPOSAL..... | 11 |
| 122. REJECTION OF PROPOSAL..... | 11 |
| 123. CONTRACT AWARD | 11 |
| 124. DISQUALIFICATION OF PROPOSERS | 11 |
| 125. APPLICABLE FEDERAL REQUIREMENTS..... | 12 |
| 126. CONFLICT OF INTEREST..... | 12 |
| 127. LOBBYING CLAUSE AND PROHIBITED COMMUNICATIONS..... | 12 |
| 128. NON-COLLUSION CLAUSE | 13 |
| 129. INCONSISTENCIES IN CONDITIONS | 13 |
| 130. INCLUSION OF TERMS AND CONDITIONS..... | 13 |

| | | |
|---|---|-----------|
| 131. | NOTICE OF AWARD AND NOTICE TO PROCEED | 13 |
| 132. | VANPOOL VEHICLES..... | 13 |
| PART II - EVALUATION | | 15 |
| 201. | EVALUATION PROCESS..... | 15 |
| 202. | EVALUATION CRITERIA | 17 |
| PART III – PROTEST PROCEDURES..... | | 19 |
| 301. | PROTEST PROCEDURES | 19 |
| PART IV – DRAFT VANPOOL CONTRACTOR AGREEMENT | | |
| PART V – DRAFT VANPOOL COORDINATOR AGREEMENT | | |

ATTACHMENTS

(Available for download from www.ebidexchange.com/rtc)

- A Project Description
- B Scope of Work
- C Addendum Log
- D Proposal Submittal Checklist
- E Price Proposal Form
- F FHWA Federal Requirements
- G FHWA Non-discrimination in Federally-assisted programs
- H FHWA Non-discrimination statutes and authorities
- I Affidavit of Non-Collusion
- J Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion
- K Lobbying Certification
- L Buy America Certificate of Compliance with FTA Requirements for Buses, Other Rolling Stock, or Associated Equipment
- M Certificate of Compliance with the Americans with Disabilities Act
- N References
- O List of Subcontractors

RTC EBID ACCESS INSTRUCTIONS

Go to www.ebidexchange.com/rtc and register with your company information. Then you will have access to all documents associated with this RFP, including minutes, addenda, etc.

Please contact Ranjini Zucker, Procurement & Contracts Manager, by email: rzucker@rtcwashoe.com or by telephone: 775.332.9511 with any technical issues in accessing or downloading the documents.

RTC VANPOOL PROGRAM

PART I - INSTRUCTIONS TO PROPOSERS

101. INTRODUCTION

In accordance with the following instructions and specifications in this Request for Proposals (RFP), the RTC seeks proposals from qualified contractors to provide and lease vehicles to vanpool coordinators. The selected Vanpool Contractor will provide maintenance of the vans and insurance, and perform marketing, customer service, and reporting to the RTC. The Vanpool Contractor will assume all responsibility for the vans provided and leased, and will ensure that the drivers of the vanpools are insured and adequately trained and qualified to safely operate the vans.

102. SOLICITATION SCHEDULE

| | |
|--|---------------------------------|
| Request For Proposals Published | December 23, 2019 |
| Advertisement in Media | December 23, 2019 |
| Non-Mandatory Pre-Proposal Meeting | 10:00 a.m., PDT January 7, 2020 |
| Deadline for Submitting Written Questions and Requests for Addenda | 4:00 p.m., PDT January 14, 2020 |
| Issuance of Responses and Addenda | January 24, 2020 |
| Proposal Deadline | 3:00 p.m., PDT February 5, 2020 |
| Proposer Interviews (if conducted) | March 2-3, 2020 |
| Recommendation of successful Contractor to RTC Board | April 17, 2020 |

The RTC reserves the right to modify the above dates by addendum or other written notice to the parties. The date for the selection of a Proposer and the subsequent schedule may be changed if the RTC chooses to use the Best and Final Offer (BAFO) process.

103. DEFINITIONS

As used in this Request for Proposals (RFP):

A. **Agreement.** The term "Agreement" means the Vanpool Agreement to be entered into by the RTC and a successful Proposer to supply and lease vanpool vehicles and provide other associated maintenance, marketing, and reporting services pursuant to this RFP.

B. **BAFO.** The term "BAFO" means the Best and Final Offer.

C. **Contractor**. The term "Contractor" means a firm, company, corporation, or partnership executing the Agreement to supply and lease vanpool vehicles and, provide other associated services for the RTC's Vanpool Program.

D. **Days**. The term "days" means calendar days unless otherwise specified.

E. **Federal Transit Administration (FTA)**. The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

F. **Interested Party**. The term "interested party" means any person (1) who is an actual or prospective Proposer in the procurement involved; and/or (2) whose direct economic interest would be affected by the award of the Agreement or by a failure to award the Agreement.

G. **Proposer**. The term "Proposer" means a person submitting a proposal in response to this RFP.

H. **Prospective Proposer**. The term "prospective Proposer" refers to any person who takes one or more of the following actions: (1) receives the RFP by direct mail; (2) attends the pre-proposal meeting and registers as an attendee; or (3) registers with the RTC as a prospective Proposer.

I. **RFP**. The term "RFP" means this Request for Proposals No. 20-13.

J. **RTC**. The term "RTC" means the Regional Transportation Commission of Washoe County, Nevada, acting through its Executive Director.

K. **Vanpool Coordinator**. The term "Vanpool Coordinator" means an individual, or entity who enters into a month-to-month lease for a vehicle with a Contractor selected pursuant to this RFP and signs an agreement with the RTC to participate in the RTC VANPOOL program. The Vanpool Coordinator is responsible for collecting and reporting accurate ridership data that meets program guidelines, fueling the vehicle, arranging for regular maintenance, and collecting monthly fares from riders.

L. **Vanpool Group**. The term "Vanpool Group" means the riders (including the driver) transported in a Vehicle leased from a Contractor.

M. **Vehicle**. The term "Vehicle" means a vanpool vehicle, as specified herein.

104. **RTC BACKGROUND**

A. The RTC is responsible for the operation of fixed route and paratransit services in Washoe County, Nevada. The RTC purchasing procedures are governed by the Nevada statutes and by various Federal statutes and regulations, as administered by the Federal Transit Administration and the Federal Highway Administration. These require that purchases be made according to specific requirements, which become a part of any contract between the RTC and a successful Proposer selected under this RFP.

B. The RTC currently contracts with a Contractor that supplies and leases vans to Vanpool Coordinators. The RTC's vanpool program is further described in the Project Description in Attachment A.

105. OVERVIEW OF PROCUREMENT

A. The RTC is conducting this procurement process to select a Contractor to provide and lease Vehicles in accordance with the Scope of Work in Attachment B.

B. The award under this RFP will be based on past performance, qualifications, and price as specified in the evaluation process in Part II of the RFP.

C. Based on the evaluation criteria set forth in Part II of this RFP, the RTC will evaluate the proposals received and select for contract award the proposal that offers the best value to the RTC under the evaluation criteria in this RFP.

D. This procurement contemplates the selection of a Contractor for the supply and lease of vanpool vehicles to Vanpool Coordinators to transport vanpool riders and provide associated services, including marketing, customer service, maintenance of vehicles, provision of insurance, reporting to the RTC, and training of vanpool drivers. The Contractor's Scope of Work is further described in Attachment B.

106. PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Meeting will be held at the RTC's offices located at 1105 Terminal Way, Suite 318, Reno, Nevada 89502, at 10:00 a.m., PDT on January 7, 2020. The purpose of the meeting is to review the procurement process, the RTC's requirements, and to address questions from interested parties.

107. RFP REVIEW AND MODIFICATION PROCEDURE

A. Any questions or request for addenda, amendments, or clarifications of this RFP must be posted on the RTC procurement website at www.ebidexchange.com/rtc and submitted in writing to the RTC. Any such questions or requests must be submitted to Ranjini Zucker by email, fax, or mail, in writing, by 4:00 p.m. (PDT) on January 14, 2020. If a Proposer finds any errors, discrepancies or omissions from the RFP, Proposers should notify the RTC through this process.

B. Responses from the RTC will be communicated in writing to all recipients of this RFP and posted as an addendum on the Ebid website at www.ebidexchange.com/rtc. Inquiries and requests for clarifications received after the date and time stated in the Solicitation Schedule above will not be accepted.

C. The RTC reserves the right, upon the request of a prospective Proposer or upon its own initiative, to issue addenda to this RFP. The RTC is not bound by any oral interpretations, responses, or clarifications to this RFP made by any RTC employee or other representative.

Proposers will be required to acknowledge receipt of addenda by completing the Addendum Log in Attachment C to this RFP.

108. PREPARATION OF PROPOSALS

A. For a Proposal to be considered, the proposal must be in accordance with the requirements of this RFP. Proposals include completion of the forms provided, without alteration, and signed with the signature long hand.

B. Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a binding offer to comply with, all the terms and conditions contained in this RFP. Any and all parts of the submitted proposal may become part of the Vanpool Contractor Agreement between the selected Contractor and the RTC.

C. False, incomplete, or nonresponsive statements in connection with a proposal, failure to adhere to the instructions in this RFP, or failure to use the required forms may be sufficient cause for rejection of the proposal by the RTC. Please refer to the Proposal Submittal Checklist in Attachment D of this RFP. The evaluation and determination of compliance with this requirement will be in the RTC's sole judgment and will be final. A proposal found to be nonresponsive will not be subject to evaluation under Part II of this RFP.

D. Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format and provide all pertinent information, including but not limited to information relating to price, vehicles, capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 110 or otherwise required by this RFP. Each proposal shall be signed in ink by a duly authorized officer of the Proposer's company, firm, corporation, or partnership.

E. All product and service information, explanation, comments, calculations, or descriptions must be in sufficient detail to allow the RTC to understand the nature of the topic without excessive use of jargon or industry specific terms.

F. Price proposals must be submitted on the form provided by the RTC as Attachment E to this RFP. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and any totals or other quotations, the unit price will prevail.

109. SUBMISSION OF PROPOSALS

A. All proposals are to be submitted to:

Ranjini Zucker, Procurement and Contracts Manager
Regional Transportation Commission of Washoe County, Nevada
1105 Terminal Way, Suite 300
Reno, Nevada 89502

B. Proposals must be received by the RTC no later than 3:00 p.m. PDT on February 5, 2020. Proposals will be received at the offices of the RTC and time-stamped upon receipt. Proposals timed stamped 3:01 p.m. or later will be considered late and will be returned unopened. Late proposals will be returned unopened to the Proposer. Proposals may be hand delivered or mailed, and shall not be submitted via fax or email.

C. All proposals, including all attachments and required forms, information and material specified in this RFP, must be submitted in a sealed envelope or box plainly marked, RFP No. RTC 20-13, with the name and address of the Proposer. No responsibility will attach to the RTC, or any official or employee thereof, for the failure to open a proposal not properly addressed and identified.

D. Proposals shall consist of one (1) original and five (5) copies.

E. Proposals will not be publicly opened and will be kept confidential during the review process. While RTC will respect confidential, trade secret or proprietary data within legal constraints, such information may be also considered as public record and will be released by RTC if required by law. Each page of the proposal that the Proposer considers to be confidential, a trade secret or proprietary should be so stamped, but the final determination of whether such information will be released if requested will be made by RTC in accordance with applicable law. Further, any copyrighted information included in the proposal should be identified in writing, accompanied by a signed statement by the owner of the copyright, indicating that the identified information may be copied by RTC for the purpose of evaluating the submitted proposal.

110. REQUIRED FORMAT AND PROPOSAL DOCUMENTS

A. Proposals should be typed, single spaced and submitted on 8-1/2" x 11" paper in two (2) three-ring binders, divided into sections by labeled tab sheets, with all pages sequentially numbered with a table of contents. The proposal must be legible and of sufficient print clarity to allow copying of the document. Proposals shall be submitted in two separately sealed packages. One package shall be marked as Technical Proposal and one package shall be marked as Price Proposal. Proposals which are not submitted in the prescribed format or which are incomplete in any regard, contain alterations of required forms or irregularities of any kind may be rejected by the RTC as nonresponsive. Certifications and forms must be completed, signed, notarized, and dated where required, and must be executed and submitted in their exact format.

B. Proposers shall provide all of the following materials and information in their proposals, in the order and format and with the contents described below.

PACKAGE ONE -- TECHNICAL PROPOSAL

TAB 1 A one page cover letter, on the Proposer's letterhead, signed by an authorized representative of the firm and addressed to Ranjini Zucker, Procurement and Contracts Manager, Regional Transportation Commission of Washoe County, Reno, Nevada 89502. The cover letter must contain the following:

- (1) Identification of the proposing firm, including name, title, address, email address, and telephone number of each firm.
- (2) Proposed working relationship among offering firms (e.g., prime-subcontractor), if applicable.
- (3) Name, title, address, email address, and telephone number of a contact person for the Proposer.
- (4) A statement that the proposal shall remain valid for a period of not less than one hundred eighty (180) days from the date of submittal.
- (5) A statement and acknowledgement by the Proposer that the proposal constitutes a binding offer to provide and lease vanpool vehicles and other associated vanpool services on the terms proposed, and that the Proposer will provide the Vehicles and other associated vanpool services within the time specified on those terms if selected by the RTC.
- (6) A statement and acknowledgment by the Proposer that it understands the Vanpool Vehicles must comply with all applicable Federal requirements, including the Federal Motor Vehicle Safety Standards (FMVSS).
- (7) Signature of a person authorized to represent and legally bind the Proposer to the terms and conditions of the proposal.

TAB 2 Organizational chart and management structure, including resumes (detailing credentials, past employment and relevant experience) of the Project Manager and the key personnel that will provide vanpool services. This information shall include the functions to be performed by all key personnel. Identify Proposer's principal place of business and the location from which personnel will travel to the RTC.

TAB 3 A complete listing of all contracts for vanpool services in the past three (3) years. Include a description of the work, dollar value of the contract, contract duration, and results of the project. Provide references, including name of public transit agency or other provider, contact person, address, telephone, fax and email address, and number of vanpool vehicles in service. Use Reference form in Attachment N.

TAB 4 Proposer's project plan, methodology, schedule, and approach in performing the services described in the Scope of Work in Attachment B. This should include specific policies, plans, and procedures to be used in providing the full scope of services, the Proposer's approach to project organization, operations, management, and the responsibilities of key personnel that will perform these services, and availability of staff (both primary and backup). Explain how Proposer will work with the RTC and RTC SMART TRIPS partners in promoting the trip reduction program.

- TAB 5** Start-up plan for the project, including schedule, completion dates for important tasks, identification of facilities, materials, equipment and vehicle fleet to be purchased or leased, and a description of the Proposer's ability to have a fully trained workforce by contract start-up date.
- TAB 6** Description and pictures of the Vanpool Vehicles proposed to be provided, including specifications and advertising literature on the Vanpool Vehicles.
- TAB 7** Exceptions to the RFP, including the draft Vanpool Services Agreement in Part III.
- TAB 8** Vanpool Vehicle performance data, vehicle repair and preventive maintenance plan and schedule, shuttle services, and roadside assistance program. Proposers shall address how maintenance, repairs, and factory recalls will be scheduled and managed, and the availability of spare vehicles. Include the name and address of the maintenance facility (where vehicle repair and preventive maintenance will be performed) and its suitability to meet the requirements of the RTC's vanpool operations.
- TAB 9** Coordinator and driver training plan, including selection process, sample curriculum and approach, scheduling of training, driver requirements, record checks and background screening, safety training and safety plan, and availability of driver training materials in Spanish and other languages. Include a description of how revocations or suspension of driver privileges will be handled.
- TAB 10** Administration, customer service, and reporting plans, including a description of how Nation Transit Data (NTD) will be collected, compiled, audited and transmitted to the RTC. Provide samples of monthly and annual NTD reports. (Include possession of a direct NTD reporting authorization number, if applicable.) Describe ability to assist in the resolution of any issues FTA may raise with an NTD report. Describe how administrative services will be carried out, including fare payment collection, recording and tracking, recordkeeping, accounting and reporting of subsidies (if any), billing and fare revenue, point of contact for customer service, process for creation of new vanpools and placement of riders into existing vehicles, and availability of toll free numbers and a website. Include lead time for placing a new Vanpool Group in a Vehicle and the period of time and notice required for a Coordinator, driver and passenger to start and leave the vanpool program.
- TAB 11** Proposer's marketing program to promote the further development of the RTC's Vanpool Program and to encourage additional Vanpool Groups to join the program. The marketing program should describe the resources and approach to new vanpool development, including attracting and retaining riders, adding routes and employer accounts, and fostering stakeholder support. Address availability of marketing materials in Spanish and other languages. Include a target growth rate for the first two (2) years and describe any promotions to be provided and any proposed innovative approaches.

- TAB 12** Evidence of capacity to obtain the required insurance in the Vanpool Services Agreement.
- TAB 13** Describe any bankruptcy, reorganization of the Proposer (or an affiliate), and any judgments rendered by a court, agency or arbitrator over \$500,000 in amount against the Proposer within the last three (3) years.
- TAB 14** Required certifications (Attachments G through O) and Addendum Log (Attachment C).
- TAB 15** Proposal Submittal Checklist (Attachment D).

SAMPLE

PACKAGE TWO -- PRICE PROPOSAL AND FINANCIAL INFORMATION

TAB 1 Price Proposal (using the form set forth in Attachment E) developed in accordance with Section 112.

TAB 2 Financial information — financial statements of the Proposer for the last two (2) years. (The RTC will, to the extent permitted by law, treat this informational as confidential.)

THE PRICE PROPOSAL AND FINANCIAL INFORMATION MUST BE PROVIDED IN A SEPARATE SEALED ENVELOPE.

111. TERMS OF PAYMENT

For purposes of submittal and evaluation of the price proposal, Proposers should assume that the RTC will not subsidize or pay any subsidy for the vanpool services. If the RTC elects to pay a subsidy such amounts shall be credited by the Contractor only to the lease paid by the Vanpool Groups. The subsidy shall not be credited to any other costs.

112. PRICE STABILITY

In submitting proposals, Proposers agree that the prices submitted for the base Agreement term of four (4) years shall be good for one hundred eighty (180) calendar days from the proposal submittal deadline. The two (2) options in the Vanpool Agreement shall be for three (3) years each and their exercise by the RTC shall be as specified in that Agreement.

113. TAXES

The successful Proposer shall be responsible for payment of all applicable sales, consumer, user, and other similar taxes as required by law. The RTC is exempt from payment of state and local taxes applicable to this Agreement and such taxes shall not be included in the proposed price. The RTC certificate number is 88-91-0617K.

114. COST OF PROPOSAL

Any costs incurred by Proposers in responding to this RFP in anticipation of receiving a contract award are the Proposer's sole expense and will not be reimbursed by the RTC.

115. RTC DESIGNATED CONTACTS AND COMMUNICATIONS

A. The designated RTC representative for questions relating to this RFP is Ranjini Zucker, Procurement and Contracts Manager, telephone number (775) 332-9511, fax number (775) 348-3233, email rzucker@rtcwashoe.com.

B. All communications with the RTC in connection with this RFP shall be in writing marked "RFP No. RTC 20-13 RTC VANPOOL PROGRAM" and shall be delivered personally, by electronic mail, fax, or mail. Telephone calls may be used to expedite communications, but shall not

be considered an official communication unless confirmed in writing. All communications with the RTC must be addressed to:

Ranjini Zucker
Procurement and Contracts Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno, Nevada 89502
rzucker@rtcwashoe.com

Communications shall be considered received at the time actually received by the addressee or designated agent.

116. RFP WITHDRAWAL

The RTC reserves the right to withdraw this RFP at any time without prior notice, and makes no representations that any contract will be awarded to any Proposer responding to this RFP. The RTC expressly reserves the right to postpone proposal opening or contract award for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals or options received in response to this RFP without indicating any reasons for such rejection.

117. ACCEPTANCE OF PROPOSALS

Each proposal shall be submitted with the understanding that it constitutes an offer to provide the vanpool vehicles and associated vanpool services specified in this RFP at the price proposed. The prices proposed shall include all labor, materials, tools, equipment, and other costs necessary to fully provide the required Scope of Work.

118. SUBCONTRACTORS

Each Proposer shall identify in its proposal any proposed subcontractors and any joint venture partners (i.e., parties that will perform a significant portion of the work and/or share financial responsibility for such performance). Proposers shall list the names and business locations of any proposed subcontractors in the list of subcontractors form in Attachment O. The RTC retains the right to review and approve any subcontractors proposed by a Proposer. Any approval of a subcontractor shall not be construed as making the RTC party to such contract, giving the subcontractor privity of contract with RTC, or subjecting the RTC to liability of any kind to any subcontractor.

119. EXCEPTIONS TO PROPOSAL

As indicated in Section 110, Proposers shall list in TAB 7 of their proposals any exceptions to the conditions of this RFP, including the Draft Vanpool Service Agreement in Part III. This listing should be marked, "Exceptions to RFP No. RTC 20-13". Each exception must be noted and detailed separately, identified by the page and section number of the RFP to which it refers. Information for each exception must include the requirement which the exception relates to, sufficient detail to allow a determination to be made by the RTC, the reason for the requested exception and the impact on

cost or other requirements, as applicable. If no exceptions are stated, it will be assumed and understood that all provisions will be complied with, without exception. The RTC has the exclusive right to disallow an exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION OF THE PROPOSAL BY THE RTC.** Exceptions will only be approved if in the RTC's judgment that the services, or conditions similar or superior in function purpose, design, or performance to that originally specified will result.

120. TECHNICALLY UNACCEPTABLE PROPOSALS

Non-responsive proposals are not acceptable and will be rejected by the RTC. Non-responsive proposals are defined as proposals that do not comply with the RFP terms and conditions.

121. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a proposal prior to the deadline for submittal provided the request for withdrawal is submitted to the RTC in writing duly executed by the Proposer's authorized representative, or in person by an authorized representative of the Proposer upon presentation of proper identification. The withdrawal of a proposal does not prejudice the right of a Proposer to submit a new proposal, provided it is received by the deadline for submittal. No proposals may be withdrawn for a period of ninety (90) days after the deadline for submittal and then only in case the award of the contract has not been made. The RTC reserves the right to hold the proposals for ninety (90) days before awarding the contract.

122. REJECTION OF PROPOSAL

The RTC reserves the right to reject any and all proposals received in response to this RFP.

123. CONTRACT AWARD

The RTC reserves the right to accept the proposal deemed by the RTC to be in its best interest. If the RTC selects a Proposer for contract award and the Proposer does not honor its binding offer, the RTC may pursue any remedies permitted by law.

124. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and proposals may be rejected for any of (but not limited to) the following causes:

- A. Failure to use the Price Proposal Form furnished by the RTC in Attachment E.
- B. Lack of signature by an authorized representative on the proposal.
- C. Failure to properly complete the proposal.
- D. Evidence of collusion among Proposers.
- E. Unauthorized alteration of the Price Proposal Form.

- F. Unauthorized lobbying or communications.

The RTC reserves the right to waive any minor informality irregularity.

125. APPLICABLE FEDERAL REQUIREMENTS

The Contractor will be required to comply with applicable Federal requirements set forth in Attachments F, G and H.

126. CONFLICT OF INTEREST

No RTC employee, official, contractor, or agent, including any member of an evaluation committee for a RTC project, shall participate in the selection, or in the award or administration, of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would exist when one of the following has a financial or other interest in any firm proposing on or selected for the award of a contract:

- A. The employee, or an officer or agent of the employee;
- B. Any member of his/her immediate family;
- C. His or her partner;
- D. An organization which employs, or is about to employ, any of the above.

The RTC's officials, employees, agents or contractors shall neither seek nor accept, directly or indirectly, any gift, service, favor, employment, compensation, or economic opportunity from a contractor, potential contractor, or subcontractor, which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties.

127. LOBBYING CLAUSE AND PROHIBITED COMMUNICATIONS

A. During the period beginning on the date of issuance of this RFP and ending on the date of the selection of a Proposer by the RTC, no person or firm submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or firm shall contact through any means or engage in any discussion concerning the RFP or award of the contract with any member of the RTC Board or his or her personal staff. Any such contact would be grounds for the disqualification of the Proposer.

B. During the period beginning on the date of issuance of this RFP and ending on the date of selection of a Proposer, any contact and communications with the RTC staff by a Proposer concerning this RFP or award of the contract shall be limited to the written clarification and amendment process described herein, the Pre-Proposal Meeting, and communications with the RTC's designated representative, Ranjini Zucker, Procurement and Contracts Manager.

128. NON-COLLUSION CLAUSE

A. Any evidence of agreement or collusion among Proposers will render the proposals of such Proposers void.

B. Advance disclosures of any information to any particular Proposer which gives that particular Proposer any advantage over any other interested Proposer, in advance of the opening, made or permitted by a member of the RTC Governing Body or an employee or representative thereof, will operate to void all proposals of that particular bid, solicitation or request.

C. Proposers shall execute the Non-Collusion Affidavit in Attachment I.

129. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the Draft Vanpool Services Agreement in Part III and other proposal terms or conditions contained herein, the former will take precedence.

130. INCLUSION OF TERMS AND CONDITIONS

All provisions and conditions contained herein shall become part of any subsequent contract awarded as a result of this RFP.

131. NOTICE OF AWARD AND NOTICE TO PROCEED

A. Award of a contract will be by a Letter of Award issued by the Executive Director of the RTC which, together with the signed proposal and the Vanpool Services Agreement and attachments thereto, will be used as in the contract document.

B. The work to be performed by the selected Contractor shall commence after all required submittals have been received by the RTC and immediately following issuance of the Notice to Proceed by the RTC.

C. No contract shall be considered effective until it has been finally executed by all parties.

132. VANPOOL VEHICLES

A. The Vehicles and equipment to be provided under the proposal shall seat a minimum of seven (7) individuals and a maximum of fifteen (15) individuals (including the driver). No vehicle provided to a Vanpool Group for use in the vanpool service shall at any time exceed four (4) model years in age or 100,000 miles. The Contractor shall replace any Vehicle before it reaches these limits.

B. All Vehicles shall comply with the Federal Motor Vehicle Safety Standards (FMVSS), Environmental Protection Agency standards, the Americans With Disabilities Act, Buy America, and other applicable Federal requirements.

C. The Contractor is responsible for Vehicle inspections, licensing and registration, and driver training and licensing in accordance with applicable Federal, State and local laws.

D. Vehicles shall display decals displaying text and graphics identifying the Vehicle as participating in the RTC VANPOOL Program, to be provided by the RTC. All Vehicles shall be exclusively branded as RTC VANPOOL.

SAMPLE

PART II - EVALUATION

201. EVALUATION PROCESS

A. All aspects of the evaluation of the proposals and any discussions/negotiations, if held, including documentation, correspondence and meetings, will be kept confidential during the evaluation process. No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers. Proposers will not be given specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered too high and unacceptable. Proposers will not be told of their rankings among the other Proposers.

B. Each proposal received will be evaluated by the RTC Evaluation Committee in accordance with the following provisions. A committee consisting of representatives of the RTC, and other government agencies, as needed, will evaluate all responsible and responsive proposals received. The evaluation committee will take all information provided in the submitted proposals, including the proposed prices, into consideration in making its award recommendation which will be presented at the April, 2020 RTC Board meeting. Official award requires approval of the Regional Transportation Commission.

C. The RTC may, in its discretion, elect to conduct interviews with Proposers and to make site visits to Proposer's facilities and/or properties of past or current customers. These interviews and site visits may occur during the initial review process and/or as part of the Best and Final Offer (BAFO) process (as described below), in the RTC's sole discretion. Interviews may include a presentation by the Proposer, followed by questions and requests for clarification. Proposers should be prepared to fully explain and justify their price proposals, including the assumptions they used to develop costs. The RTC shall also have the right to conduct a cost/price analysis, to review and audit all business records and related documents (including independent evaluations) of any Proposer (including any affiliate or parent company, partner, or joint venture member) to determine the fairness and reasonableness of the proposal, and to contact any and all client references.

D. Each proposal received will be subject to an initial review by the RTC to determine if the proposal is responsive to the terms of the RFP. If the RTC determines that a proposal substantially fails to meet such terms, then that proposal will be found nonresponsive and will not be subject to further evaluation by the RTC.

E. After the responsiveness determination, proposals will be evaluated in accordance with the criteria set forth in Section 202. Technical proposals will be evaluated and the maximum score on all technical criteria shall be 80 points. Proposals will be scored using a point tabulation method for each technical criterion with lower points designating the less favorable proposal and higher points designating the more favorable proposal. The points assigned by each evaluator for a proposal on the technical criteria will be averaged. Price proposals will be evaluated by the RTC's purchasing representative based on the Total Cost by Vehicle Type and Mileage proposed, which is the sum of the prices for the base and option years. The Proposer with the lowest Total Cost by Vehicle Type and Mileage proposed will receive the maximum number of points available, which is 20 points. Other Proposers will receive points based on a ratio of their Total

Cost by Vehicle Type and Mileage proposed to the lowest Total Cost by Vehicle Type and Mileage proposed. The following formula will be used to determine the number of each Proposer's Price Points (PPP):

$$\text{PPP} = \frac{\text{Lowest PPAC}^*}{\text{Proposer's PPAC}} \times \text{Possible Price Points Available (20 points)}$$

*PPAC = Proposer's Proposed Amount of Compensation

A Proposer's score will be the sum of the averaged technical score and the Price Proposal score.

F. After the evaluation of responsive proposals, the RTC will determine whether or not to establish a competitive range. The RTC reserves the sole and exclusive right to recommend award based on original proposals. If the RTC elects to establish a competitive range, the Evaluation Committee will determine which proposals are within the competitive range. If there is a question as to whether a proposal is in the competitive range, it shall be included. If a competitive range is established, the RTC will notify Proposers in writing whether or not they are in the competitive range. Interviews and negotiations will be held by the RTC (including members of the Evaluation Committee) with all Proposers determined to be in the competitive range.

G. If a competitive range is established, Proposers in the competitive range will be asked to submit BAFOs (which will include final price proposals) at the conclusion of the interview and negotiation process. Proposers should attempt in their BAFOs to respond fully to all issues, concerns, and questions that were raised during the interview sessions, and to submit the most cost-effective price proposals feasible. The RTC expects the final price proposal presented in a Proposer's BAFO to be lower than its initial proposal; if the BAFO price is higher, the Proposer must provide a full and detailed explanation of the reasons for such higher price.

H. After the receipt of BAFOs, the Evaluation Committee will evaluate and score the BAFOs and determine the highest ranked proposal, based on the criteria in Section 202, and will make its recommendation to the Executive Director of the RTC for contract award.

I. If a competitive range is not established, the Evaluation Committee will evaluate and score the responsive proposals and determine the highest ranked proposal, based on the criteria in Section 202, and make its recommendation for contract award to the Executive Director.

J. The Executive Director will submit the recommendation for contract award to the RTC. The RTC Board will make the final determination on the selection of a proposal and acceptance of a recommendation to award and negotiate a contract.

K. If only one responsive proposal is received, information will be requested from the Proposer to enable the RTC to perform a cost/price analysis in order to determine if the price is fair and reasonable.

L. After review and consideration of the recommendation for award, the RTC shall award a contract to a Proposer whose proposal offers the best value to the RTC, price and other evaluation factors specified in Section 202.

M. If a Vanpool Service Agreement cannot be reached with the highest ranked Proposer, the RTC reserves the right to select the next highest ranked Proposer and negotiate an agreement with that Proposer.

202. EVALUATION CRITERIA

A. The RTC will evaluate the responses to the RFP and make its determination as to which proposal offers the best value to the RTC, on the basis of the following criteria and in accordance with the designated percentage weight indicated in the following chart:

| | <u>Criteria</u> | <u>Points</u> |
|----|--------------------------------|----------------------|
| 1. | Management Team | 20 |
| 2. | Vehicle Fleet and Maintenance | 15 |
| 3. | Marketing and Customer Service | 25 |
| 4. | Financial Capability | 12 |
| 5. | Innovation and Technology | 8 |
| 6. | Price | 20 |
| | TOTAL | 100 |

B. Technical Criteria.

- (1) Management Team (20 points) - This criterion will consider the technical capability and experience of the Proposer's Project Manager and key personnel to perform the Scope of Work, and the evaluation and assessment of discussions and information provided by references and from any interviews (if interviews are conducted), and any site visits (if such visits occur). This criterion will also include an evaluation of the Proposer's project and start-up plans, approach, and schedule.
- (2) Vehicle Fleet and Maintenance (15 points) - This criterion will consider the demonstrated ability of the Proposer to provide high quality vehicles in a timely manner and the capability to expand the fleet as conditions warrant. The Proposer's program for preventive and unscheduled maintenance, identified facilities, driver training and safety plan will be evaluated and the ability to provide vehicles through loaner or spare vehicles, roadside assistance, and shuttle services.
- (3) Marketing and Customer Service (25 points) - Marketing plan to promote vanpooling awareness and improved perception, ability to increase participation levels, approach to identify additional vanpools, coordination with RTC TRIP Smart Trips, customer service plan, ease in reporting data by vanpool participants, and ability to accept and administer payments will be evaluated.
- (4) Financial Capability (12 points) - This criterion will evaluate Proposer's financial condition, liabilities and capability to purchase and maintain required

insurance. The Proposer's knowledge of funding strategies and arrangements and demonstrated ability to adjust to changes in funding availability for the service will be assessed.

- (5) Innovation and Technology (8 points) - Innovative strategies to enhance vanpool services will be evaluated. This criterion also includes the administrative capabilities of the Proposer, demonstrated ability and protocol to track and provide accurate ridership data for NTD reporting purposes, and available technology to monitor vanpool performance and ridership.
- (6) Price (20 points) - Price proposals will be evaluated by the RTC's purchasing representative based on the Total Cost by Vehicle Type and Mileage proposed, which is the sum of the prices for the base and option years. The proposer with the lowest Total Cost by Vehicle Type and Mileage proposed will receive the maximum number of points available, which is 20 points. Other proposers will receive points based on a ratio of their Total Cost by Vehicle Type and Mileage proposed to the lowest Total Cost by Vehicle Type and Mileage proposed.

SAMPLE

PART III – PROTEST PROCEDURES

301 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 at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.

SAMPLE



RTC VANPOOL CONTRACTOR AGREEMENT

THIS VANPOOL CONTRACTOR AGREEMENT (the "Agreement") is entered into as of _____ 2020, by and between the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, Nevada (the "RTC"), and _____, ADDRESS, CITY, STATE ZIP (the "Contractor").

RECITALS

WHEREAS, RTC is authorized to contract for services to provide public transportation in Washoe County;

WHEREAS, RTC administers a regional vanpool program;

WHEREAS, pursuant to the RTC Request for Proposals #RTC 20-13 RTC Vanpool Program (the "RFP"), the RTC has selected Contractor as a contractor to lease vanpool vehicles and provide related services to facilitate the operation of vanpools in accordance with the RTC Vanpool Program;

WHEREAS, RTC and Contractor desire to enter into this Agreement to evidence Contractor's obligations to perform the scope of work, as provided in this Agreement, in connection with the RTC Vanpool Program. This Agreement is the RTC Vanpool Agreement as referenced in the RFP.

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

1. **PROGRAM DESCRIPTION:** The Contractor understands and agrees:

The RTC VANPOOL Program (the "Program") is a component of RTC SMART TRIPS, the regional trip reduction program in Washoe County, and is funded by the RTC. The RTC operates the program to reduce traffic congestion and improve air quality. The Program offers a monthly financial incentive to commuter vanpools to offset their monthly operating expenses.

Vanpools are defined as a transit mode comprised of vans and other vehicles operating as a ridesharing arrangement, providing transportation to a group generally comprised of between 5 to 15 individuals traveling together on a regular basis to work. The vehicles must have a minimum seating capacity of seven persons and a maximum seating capacity of fifteen persons, including the driver, who is not paid a wage to drive the vanpool vehicle. Vanpools must also be in compliance with Federal Transit Administration requirements, including the Americans with Disabilities Act (ADA) provisions. They must be open to the public and that availability must be made known.

The RTC has selected Contractor to operate and market the Program. Contractor shall supply the vanpool vehicles pursuant to a month-to-month lease with a vanpool coordinator (the "Vanpool Coordinator") for a vanpool vehicle offered by Contractor (the "Vehicle Agreement" or "Volunteer Driver Agreement") and cover all maintenance, licensing and insurance costs for vanpool vehicles leased by Contractor which participate in the Program. **The RTC does not own, maintain, license or insure any vanpool vehicles participating in the Program.**

Each Vanpool Coordinator must (i) apply to be registered in the Program, (ii) enter into the Vanpool Coordinator Agreement with the RTC, as such agreement is developed by mutual agreement of Contractor and RTC (for new and re-newing vanpools); (iii) enter into a Vehicle Agreement with Contractor, in a form approved by RTC, for each driver operating the vanpool vehicle. The Vehicle Agreement and Contractor's Volunteer Driver Agreement may be combined into one agreement between the Contractor and Vanpool Coordinator/volunteer driver. For each Vanpool Coordinator, Contractor shall provide to the RTC executed originals of the Vanpool Coordinator's application, the Vanpool Coordinator Agreement, Vehicle Agreement and the primary driver's Volunteer Driver Agreement (alternate driver Volunteer Driver Agreements need not be provided to the RTC unless requested in writing by the RTC). Vanpools must be open as public transportation for any commuter to join. Each Vanpool Coordinator must apply to be registered in the Program and vanpools must be open as public transportation for any commuter to join. To participate in the Program, vanpools must begin, end, or traverse through Washoe County, Nevada for their commute.

Approved and registered vanpools currently receive a monthly subsidy from the RTC as a participation incentive based on a fixed-rate structure equal to \$400 for vanpools traveling up to 3,000 miles per month, \$500 for vanpools traveling between 3,001 to 4,000 miles per month, and \$600 for vanpools traveling over 4,000 miles per month. The RTC pays the subsidy directly to the Contractor who then passes the subsidy to the vanpool member legally responsible for the vehicle lease/use-fee pursuant to the Vehicle Agreement. **RTC does not guarantee that the fare subsidies will be provided, and subsidies may be modified or eliminated at any time. RTC reserves the right to change or eliminate the current monthly subsidy at its discretion.**

Vanpool fares (lease/use-fees) are set by the Contractor as described in the Contractor's Price Proposal submitted to the RTC in response to the RFP and as set forth in the Vehicle Agreement and are calculated separately for each type of vehicle based on the monthly commute mileage.

Vanpool coordinators will collect and report accurate ridership data that meets Program guidelines. The Vanpool Coordinators and/or vanpool drivers shall also be responsible for fueling the vehicle, arranging for regular maintenance, and collecting monthly fares from passengers. **The RTC is not responsible for the collection or loss of ridership fares from passengers in the vanpool or for Vanpool Coordinators' failure to fully or timely provide required reporting information to Contractor. Further, Contractor shall not be responsible to RTC for any Vanpool Coordinator's failure in providing reporting information to the RTC or to Contractor.**

The foregoing description of the Program constitutes a summary of the Program and shall in no way constitute or be interpreted as a limitation or exclusive statement of all aspects of the Program. **The RTC reserves the right to modify any aspect of the Program with written agreement from Contractor for any future month or to terminate the Program in its entirety upon 90 days prior written notice to the Contractor.**

2. **CONTRACTOR COVENANTS.** The Contractor hereby covenants and agrees with RTC as follows:

(a) To timely and fully perform the RTC Vanpool Program Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (the "Scope of Work").

(b) To provide such additional services in connection with the Program when and as authorized in writing by the RTC with written agreement by Contractor, such additional services together with the Scope of Work are collectively referred to herein as the "Services."

(c) To perform the Services in accordance with the requirements of the Program (as amended and modified from time to time), to fully and timely perform Contractor's agreements, obligations and duties as set forth in this Agreement, to fully and timely perform Contractor's obligations under the Vehicle Agreement and ensure compliance with all Volunteer Driver Agreements.

(d) To fully comply with the Contractor's Pricing Proposal included as Exhibit "A-1" attached hereto and incorporated herein by this reference.

(e) To maintain the insurance coverages set forth on Exhibit "B" attached hereto and incorporated herein by this reference. Contractor shall not commence any vanpool activities under this Agreement until such time as Contractor shall have provided to RTC and RTC has approved the certificate(s) of insurance required in the Scope of Work and Exhibit "B" attached hereto. Contractor shall be responsible for ensuring that all insurance required for all vanpool vehicles participating in the Program is in full force and effect at all times. **The RTC is not responsible for and does not provide insurance for any vanpool vehicles participating in the Program.**

(f) To indemnify, defend and hold harmless RTC as set forth on Exhibit "B" attached hereto and incorporated herein by this reference. The indemnification provisions set forth on Exhibit "B" shall survive the termination or expiration of this Agreement with respect to any indemnifiable claims arising from or in connection with acts, omissions or events occurring on or prior to the date of termination or expiration of this Agreement.

(g) To comply with the Federal Requirements set forth in Exhibit "C", "D" and "E" attached hereto and incorporated herein by this reference.

(h) To ensure prompt communication and coordination with the RTC's Trip Reduction Specialist ("TRS") as needed to enhance the vanpool experience for all participants.

(i) To provide to the TRS all records that may be required by the TRS to ensure the RTC is meeting its obligations and that there is full compliance with the terms of this Agreement including, but not limited to, Vanpool Coordinators' completed and signed RTC VANPOOL Coordinator Agreement and Volunteer Driver Agreement(s) (excluding alternate driver Volunteer Driver Agreements unless requested in writing by the RTC), electronic version or pdf will be acceptable.

(j) To timely complete and submit to the TRS Vehicle Incident Reports as required under Section 106 D. "Vehicles Incident Reports," on Exhibit "A" attached hereto and incorporated herein by this reference.

(k) To ensure that RTC branding and logos are installed in and on the vanpool vehicle and to notify RTC, in writing, if the vanpool vehicle's RTC branding and/or logos are not in place or have been removed.

3. **THE RTC COVENANTS.** The RTC covenants and agrees with Contractor as follows:

(a) To promptly pay to Contractor each month for each vanpool operated in substantial compliance with this Agreement and the Program, the current subsidy, if any, (the "Subsidy"). Processing and payment of the Subsidy shall be in accordance with the provisions of Section 103 F. "RTC Subsidy Payments," on Exhibit "A" attached hereto and incorporated herein by this reference. The Subsidy shall be applied to offset operating expenses of the qualified vanpool vehicle, including, but not limited to, vehicle leasing costs and fuel expenses.

(b) To promptly respond to inquiries by vanpool participants.

(c) To market the Program to the community.

(d) To provide to Contractor RTC Program branding and logos for vanpool vehicles operating in the Program.

(e) To provide relevant information to participants in the vanpool.

4. **MUTUAL COVENANTS.** The RTC and Contractor further covenant and agree as follows:

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT, THE RTC HAS NO LIABILITY FOR ANY LOSS OR DAMAGES, BODILY INJURIES, INCLUDING DEATH, DAMAGE TO OR LOSS OF PROPERTY AS A RESULT OF, BUT NOT LIMITED TO, VEHICLE ACQUISITION, VEHICLE MAINTENANCE, VEHICLE OPERATION, INSURANCE, VANPOOL RIDER SELECTION OR REFERRAL, PARTICIPANT ELIGIBILITY FOR THE VANPOOL PROGRAM, VANPOOL PARTICIPANT AGREEMENTS WITH CONTRACTOR, CONTRACTOR'S POLICIES AND PROCEDURES, VANPOOL PROGRAM ADMINISTRATION, AND ANY OTHER ASPECT OR PROVISION OF VANPOOL SERVICE. RTC WILL NOT INDEMNIFY THE CONTRACTOR OR

VANPOOL PARTICIPANTS FOR ANY LIABILITY WHATSOEVER. EXCEPT AS SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WAIVES ANY AND ALL CLAIMS AND DAMAGES AGAINST THE RTC, ITS EMPLOYEES, AGENTS, AND/OR AFFILIATES, INCLUDING BUT NOT LIMITED TO MONETARY DAMAGES AND/OR ANY OTHER AVAILABLE REMEDY AT LAW OR IN EQUITY ARISING FROM THE SUBJECT MATTER DESCRIBED IN THIS SECTION. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT CONTRACTOR'S WAIVER SHALL NOT APPLY TO RTC EMPLOYEES, AGENTS, AND/OR AFFILIATES IN THEIR CAPACITY AS AND ONLY TO THE EXTENT THAT THEY ARE VANPOOL RIDERS AND/OR DRIVERS.

CONTRACTOR INITIALS: _____

- (b) That the RFP together with all related submittals, attachments and exhibits, including any amendments or addenda to all these aforementioned documents are incorporated herein by reference and are a part of this Agreement as if fully set forth herein.
- (c) That the RTC has no financial responsibility for the successful operation of the vanpool or any compensation beyond the Subsidy, if any, described herein.
- (d) That the RTC reserves the right to change the Subsidy amount and/or other basic Program guidelines for any future month or to terminate the Program in its entirety upon 90 days notice to the Contractor.
- (e) That the RTC's monthly Subsidy shall be paid to Contractor following review of the NTD monthly log report and credited to the Vanpool Coordinators' accounts with Contractor.
- (f) That failure of the Vanpool Coordinator to submit required monthly reports by the due date may result in loss of the RTC's Subsidy for the period under review, and/or being placed on probationary status within the Program. Continued failure to submit required records by the due dates may, in the sole discretion of the TRS, result in the offending coordinator's termination from the Program.
- (g) That failure of a vanpool to meet the occupancy requirement, as described in the Vanpool Coordinator Agreement, for any three months within a 12 month period may be required to change to a more appropriately sized vehicle or, in the sole discretion of the TRS, terminated from the Program.
- (h) That the RTC has no liability for any late charges because a Subsidy payment was late in being transmitted and/or credited to the Vanpool Coordinators' accounts.
- (i) That all parties shall comply with all applicable federal, state and local government laws, regulations and ordinances.

5. **TERM:** Except as otherwise provided in this Agreement, this Agreement shall commence on _____ and expire on _____. This Agreement may be extended for up to two (2) additional three year terms at the discretion of the RTC.

6. **TERMINATION:** If the Contractor fails to timely or fully perform Contractor's obligations under the provisions of this Agreement, Contractor shall be deemed in default under this Agreement. Except as otherwise provided in this Agreement, Contractor shall be provided five (5) business days to cure such default after written notice of such default from RTC and if such default is not fully and timely cured within such five (5) business day period, the RTC shall have the right to terminate this Agreement by providing written notice of termination to the Contractor.

The RTC may terminate this Agreement, in whole or in part, at any time with 90 days' written notice to the Contractor when it is in the RTC's best interest.

If the RTC fails to timely or fully perform RTC's obligations under the provisions of this Agreement, RTC shall be deemed in default under this Agreement. Except as otherwise provided in this Agreement, RTC shall be provided five (5) business days to cure such default after written notice of such default from Contractor and if such default is not fully and timely cured within such five (5) business day period, the Contractor shall have the right to terminate this Agreement by providing written notice of termination to the RTC.

Upon termination of this Agreement, (i) the Contractor shall cease operation of all vanpool activities under the RTC Program and notify Contractor's Vanpool Coordinators that this Agreement has been terminated and Contractor is no longer eligible to participate in the Program; (ii) Contractor shall comply with all reporting obligations required under this Agreement; (iii) Contractor shall be paid such Subsidies, if any, that may have accrued under the provisions of this Agreement; provided that Contractor shall have provided to RTC all such information necessary under this Agreement for the RTC to process payment of any Subsidy; and (iv) Contractor shall within five (5) business days remove all RTC branding and logos from its vanpool vehicles that were participating in the Program. The provisions of this Section shall survive termination or expiration of this Agreement.

7. **DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION**

Any disputes arising in the performance of this Agreement, or with respect to a party's rights or obligations, which cannot be resolved informally by the parties must then be submitted in writing to RTC's Executive Director at 1105 Terminal Way, Reno, NV 89502 for personal delivery or P.O. Box 30002, Reno NV 89520 for mail deliveries. The complainant must submit in writing its statement of its complaint to the Executive Director. The responding party must submit a response to the complaint within fifteen (15) calendar days or such longer time as may be permitted by the RTC. The RTC may request additional information from the complainant or from the respondent which must be submitted to the Executive Director not less than ten (10) days after the date of the request for the additional information or such longer period of time as is permitted by the RTC. So far as practicable, the dispute will be decided by the Executive Director based on the written appeal, the information and the written response submitted. If either party is

not satisfied with the decision of the Executive Director, then the unsatisfied party or parties may, within thirty (30) days of receipt of the Executive Director's written decision, request the other party to submit the matter for mediation pursuant to part C. of "Rules Governing Alternative Dispute Resolution" adopted by the Nevada Supreme Court. If mediation is unsuccessful, the parties agree to execute a subsequent agreement and such other documents as may be required to allow the dispute to be resolved in accordance with Nevada's Short Trial Program and all rules adopted for the administration of same by the Nevada Supreme Court. A matter subject to the Short Trial Program may be removed as provided in Rule 5 of the Nevada Short Trial Rules.

Unless otherwise directed by the Executive Director, RTC and Contractor must continue performing under this Agreement while the matters in dispute are unresolved or before the Agreement is terminated as provided in Section 6, above.

8. MISCELLANEOUS PROVISIONS:

(a) Contract Not Assignable. This Agreement is solely for the benefit of the parties. No rights and obligations hereunder may be assigned without the prior written consent of both the Contractor and the RTC.

(b) Time is of the Essence. It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the Executive Director.

(c) 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.

(d) Independent Contractor. The Contractor is acting in an independent contractor relationship and not as agents, employees, partners, or joint venturers of or with the RTC. It is the express intention of the parties that Contractor is an independent contractor and not RTC's agent or employee, that the Contractor, any employees of Contractor, Contractor's subcontractors, and Vanpool Coordinators are not RTC agents or employees and that Contractor and its subcontractors and the Vanpool Coordinators are not entitled to any of the rights, benefits or privileges attributable to RTC employees. Vanpool drivers, coordinators, and participants of the RTC program are not employees or agents of either the RTC or Contractor. The contractor shall have the control of the means, methods and details of performing the services under the Program and shall only be subject to the general direction of RTC to ensure compliance with the Program and the provisions of this Agreement are achieved.

(e) Equal Employment Opportunity. During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Contractor 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.

(f) Notices. Any notice or communication required or permitted to be served on a party hereto may be served to the persons identified below as follows:

To the RTC: Scott Miklos, Trip Reduction Analyst
 Regional Transportation Commission
 1105 Terminal Way, Reno, NV 89502
 PO Box 30002, Reno NV 89520 (mail only)
 email: smiklos@rtcwashoe.com

To the Contractor: NAME
 TITLE
 COMPANY NAME
 ADDRESS
 CITY, STATE ZIP
 e-mail:

The persons to be served and the addresses of said person may be changed at any time by written notice to the other party; however, such change in address (either physical address or email address) shall not invalidate any notice given prior to the date that such change of address is received by the other party. All notices given under this Agreement shall be deemed received upon personal delivery, e-mail or three (3) days following the date the notice is deposited in the United States mail, certified, return receipt requested.

(g) Governing Law and Exclusive Venue and Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, AND THE PARTIES HERETO AGREE TO SUBMIT TO THE EXCLUSIVE VENUE AND JURISDICTION TO RESOLVE ANY DISPUTE AND DIFFERENCES AND ALL LAWSUITS CONCERNING THIS AGREEMENT SHALL BE EXCLUSIVELY IN 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.

(h) Attorneys' Fees. In the event a dispute between the parties results in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.

(i) 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, including all exhibits, schedules and attachments hereto, constitute the entire understanding between the parties. Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.

(j) 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 insures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

(k) Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

(l) NOTICE TO PROCEED. THE CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL THE CONTRACTOR RECEIVES A WRITTEN "NOTICE TO PROCEED" FROM THE RTC. IF THE CONTRACTOR DOES COMMENCE THE SERVICES PRIOR TO RECEIVING SAID NOTICE TO PROCEED, THE CONTRACTOR SHALL FORFEIT ANY AND ALL RIGHT TO REIMBURSEMENT FOR THAT PORTION OF THE SERVICES PERFORMED PRIOR TO SAID DATES. FURTHERMORE, THE CONTRACTOR SHALL NOT RELY ON THE TERMS OF THIS AGREEMENT IN ANY WAY, INCLUDING BUT NOT LIMITED TO ANY WRITTEN OR ORAL REPRESENTATIONS AND WARRANTIES MADE BY THE RTC OR ANY OF ITS AGENTS, EMPLOYEES, OR AFFILIATES, OR ON ANY DATES OF PERFORMANCE, DEADLINES, INDEMNITIES, OR ANY OTHER TERM CONTAINED IN THIS AGREEMENT OR OTHERWISE PRIOR TO THE NOTICE TO PROCEED. FOR THE PURPOSES OF THIS SECTION, EXECUTION OF THIS DOCUMENT BY BOTH PARTIES CONSTITUTES NOTICE TO PROCEED.

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

Regional Transportation Commission
of Washoe County

COMPANY NAME

By _____
NAME
Executive Director

By _____
NAME
TITLE

Date: _____

Date: _____

APPROVED AS TO LEGALITY AND FORM

Adam Spear, Esq.
Director of Legal Services

STATE OF NEVADA)
): ss
COUNTY OF WASHOE)

This instrument was acknowledged before me this _____ day of _____, 2020, by
NAME, as Executive Director of the Regional Transportation Commission of Washoe County.

NOTARY PUBLIC

STATE OF _____)
): ss
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2020, by
NAME as TITLE of COMPANY.

NOTARY PUBLIC

SAMPLE

EXHIBIT "A"
SCOPE OF WORK

SAMPLE

EXHIBIT "A-1"

CONTRACTOR PRICING PROPOSAL

SAMPLE

EXHIBIT "B"

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS**

2019-11-11 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy subject to the same requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Contract. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.

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

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

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

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

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

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

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

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

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

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

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

13. NETWORK SECURITY AND PRIVACY LIABILITY

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

14. CRIME INSURANCE

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

SAMPLE

EXHIBIT "C"

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.

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

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

16. CHARTER SERVICE [49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604]

A. Contractor agrees to comply with 49 U.S.C. § 5323(d), (g), and (r) and 49 CFR Part 604, which prohibit Contractor from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. Federal Transit Administration Regulations, "Charter Service," 49 CFR Part 604;
3. Any other Federal charter service regulations; or
4. Federal guidance, except as the Federal Transit Administration determines otherwise in writing.

B. Contractor agrees that if it engages in a pattern of violations of the Federal Transit Administration's Charter Service regulations, the Federal Transit Administration may require corrective measures or impose remedies on the Contractor.

C. Contractor shall include these requirements in each subcontract that may involve operating public transit services.

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

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

18. FEDERAL CHANGES

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

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

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

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

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

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

23. PRIVACY ACT

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

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

25. SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

26. FEDERAL MOTOR CARRIER SAFETY

A. Contractor shall comply with the economic and insurance registration requirements of the U.S. Federal Motor Carrier Safety Administration ("FMCSA") and 49 U.S.C. § 31138(e).

B. Contractor shall comply with the safety requirements of FMCSA.

C. Contractor shall comply with the driver's license requirements of FMCSA.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

28. WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

29. NATIONAL TRANSIT DATABASE

If Contractor is a public transportation operator, Contractor shall comply with (i) 49 U.S.C. § 5335(a), which authorizes the National Transit Database (“NTD”); (ii) the NTD reporting system and the Uniform System of Accounts and Records; (iii) Federal Transit Administration regulations, “Uniform System of Accounts and Records and Reporting System,” found at 49 CFR Part 630; (iv) reporting relating to and the condition of its public transportation assets, as provided in Federal Transit Administration regulations, “Transit Asset Management; National Transit Database,” 49 CFR Parts 625 and 630; (v) any other

applicable reporting regulations and requirements; and (vi) Federal Transit Administration guidance.

30. FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

31. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

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

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

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

C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

33. OTHER ENVIRONMENTAL PROTECTIONS

A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.

B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to “Protection of Wetlands;” (x) Executive Order Nos. 11988 and 13690 relating to “Floodplain Management;” (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

34. LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

35. INSURANCE REQUIREMENT

Contractor shall comply with flood insurance laws and guidance as follows:

A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.

B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER PARTICIPANTS:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for disbarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

37. CERTIFICATION OF ELIGIBILITY

A. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the David-Bacon Act or 29 CFR 5.12(a)(1).

B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

EXHIBIT "D"

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.

SAMPLE

EXHIBIT "E"

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).

SAMPLE

RTC VANPOOL COORDINATOR AGREEMENT

THIS VANPOOL COORDINATOR AGREEMENT is entered into on _____, by and between the Regional Transportation Commission of Washoe County, 1105 Terminal Way , Reno, Nevada (hereinafter the "RTC") and [insert name and address] _____, (hereinafter "Vanpool Coordinator").

WHEREAS, RTC is authorized to contract for services to provide public transportation in Washoe County;

WHEREAS, RTC administers a regional vanpool program and:

WHEREAS, Vanpool Coordinator wishes to participate in the vanpool program;

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

1. PROGRAM DESCRIPTION:

The RTC VANPOOL program is a component of RTC SMART TRIPS, the regional trip reduction program in Washoe County, and is funded by the Regional Transportation Commission (RTC). The RTC operates the program to reduce traffic congestion and improve air quality. The program offers a monthly financial incentive to commuter vanpools to offset their monthly operating expenses.

The RTC has partnered with _____ to operate and market the program. _____ supplies the vehicles and covers all maintenance and insurance costs for vanpools in the program. The amount of the RTC VANPOOL program monthly subsidy to qualifying vanpools is determined by the vehicle's monthly mileage allowance as stated in the vehicle lease with _____. The RTC VANPOOL monthly subsidy is \$400 for vanpools in monthly mileage tiers up to 3,000 miles, \$500 for vanpools in mileage tiers between 3,001 and 4,000 miles, and \$600 for vanpools in mileage tiers over 4,000 miles.

For the purpose of this agreement a vanpool is defined as a vehicle with a seating capacity of at least six adults excluding the driver in which there is the expectation that at least 80% of its monthly miles are for the purpose of transporting employees between their homes and workplace and in which employees occupy at least one-half the vehicle's seats (not including the driver's).

To qualify for the program, vanpools must have either an origin or destination within Washoe County, must be open to the public (private shuttles, private transit, and private vanpools are not eligible to enroll in the program), and must meet the eligibility requirements set forth in this Agreement.

2. **VANPOOL COORDINATOR AGREES:**

- (a) To be responsible for the performance of the duties described in this Section, and for ensuring prompt communication and coordination with the RTC's Trip Reduction Analyst (TRA) and _____ as needed to enhance the vanpool experience for all participants.
- (b) To ensure that accurate ridership information is supplied to _____ by completing a national transit database (NTD) monthly log report not later than the 5th of each month. The log and instructions for completion will be provided by _____. Submission of inaccurate log reports may, at the RTC's discretion, result in the loss of vanpool eligibility/termination from the program.
- (c) To keep a record of the monthly log and log submittal to _____ for a minimum of 45 days and report to the TRA within thirty days any subsidy payment he/she believes was missed in error. Note: payments will be posted by _____ to Coordinators' accounts typically between the 10th and the 15th of the month.
- (d) To provide _____ with accurate information on the normal vanpool schedule including days operated, pick-up and drop-off locations and times, and regular vanpool participants. Any permanent change(s) shall be either updated electronically (either in Enterprise's system at <http://EnterpriseRideshare.com/Reno> or at the RTC's trip matching service at <http://www.rtctripmatch.com>) or submitted in writing with the ridership logs by the 5th of the month following the change.
- (e) To provide or permit _____ to provide to the TRA all records that may be required by the TRA to ensure the RTC is meeting its obligations and that there is full compliance with the terms of the Agreement including, but not limited to, his/her completed and signed _____ Application and _____ "Volunteer Driver Agreement."
- (f) That in addition to the terms and conditions imposed by _____ s "Volunteer Driver Agreement" that:
 - (i) No open containers of alcoholic beverages will be allowed in the vehicle;

- (ii) No weapons or firearms that have not been properly "permitted" by the appropriate governmental agency will be brought into the vehicle;
- (iii) No illegal/unprescribed drugs will be permitted in the vehicle; and
- (iv) A driver will not operate the vehicle if he/she is taking any medications, over-the-counter or prescribed, that he/she knows or should know causes drowsiness.

3. THE RTC AGREES:

- (a) To promptly pay to _____ each month for each vanpool operated in substantial compliance with this Agreement, a monthly subsidy determined by the mileage tier stated in the vehicle lease with _____. The monthly subsidy is \$400 for vanpools in monthly mileage tiers up to 3,000 miles, \$500 for vanpools in mileage tiers between 3,001 and 4,000 miles, and \$600 for vanpools in mileage tiers over 4,000 miles. RTC will provide an initial subsidy at the time a new vanpool goes on the road. In order to continue receiving the subsidy, a monthly NTD report log that meets program guidelines must be submitted. When a vanpool is terminating, the last subsidy payment will be withheld until the final NTD report log has been submitted. The subsidy is to be applied to operating expenses (including, but not limited to, vehicle lease and gas expenses).
- (b) To promptly respond to inquiries by vanpool participants.
- (c) To market the program to the community.
- (d) To install or arrange for installation of RTC VANPOOL program branding decals on the vehicles regularly used in the program.
- (e) To provide relevant information to participants in the vanpool.

4. BOTH PARTIES AGREE:

- (a) That this Agreement supersedes any existing RTC VANPOOL Agreement and that the RTC has no financial responsibility for the successful operation of the vanpool or any compensation beyond the monthly subsidy described herein.
- (b) That except as provided in section 6(b), the RTC reserves the right to change the subsidy amount and/or other basic program guidelines for any future month or to terminate the subsidy program in its entirety upon 30 days notice to the Vanpool Coordinator.
- (c) That the RTC's monthly subsidy shall be paid to _____ and credited to the Coordinator's account with _____ to be

applied to operating expenses (including, but not limited to, vehicle lease and gas expenses). RTC will provide an initial subsidy at the time a new vanpool goes on the road. In order to continue receiving the subsidy, a monthly NTD report log that meets program guidelines must be submitted. When a vanpool is terminating, the last subsidy payment will be withheld until the final NTD report log has been submitted.

- (d) That failure to submit required monthly reports by the due date may result in loss of the RTC's subsidy for the period under review, and/or being placed on probationary status within the program. Continued failure to submit required records by the due dates may, in the sole discretion of the TRA, result in termination from the vanpool program.
- (e) That any vanpool which fails to meet the occupancy requirement, as defined above, for any three months within a 12 month period may be required to change to a more appropriately sized vehicle and/or forfeit the RTC's subsidy for the period under review, or, in the sole discretion of the TRA, be terminated from the RTC VANPOOL program altogether.
- (f) That the RTC has no liability for any late charges incurred on the Coordinator's _____ account because of a subsidy payment that was late in being transmitted and/or credited to the Coordinator's account.

5. **TERM:**

The vanpool subsidy program provided under this Agreement shall commence on _____, and shall continue until terminated by either party.

6. **OTHER PROVISIONS:**

- (a) Contract Not Assignable. This Agreement is solely for the benefit of the parties. No rights and obligations hereunder may be assigned without the prior written consent of both the Vanpool Coordinator and the RTC.
- (b) Termination. Except as provided below, either party may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other. If the Vanpool Coordinator becomes unwilling or fails to timely and satisfactorily perform his/her obligations under the provisions of the Agreement, he/she shall be deemed in default and the RTC shall have the right to terminate this Agreement upon ten (10) days' written notice.
- (c) Notices. Any notice or communication required or permitted to be served on a party hereto may be served to the persons identified below as follows:

To the RTC: Scott Miklos, Trip Reduction Analyst
Regional Transportation Commission

1105 Terminal Way Suite 200, Reno, NV 89502
PO Box 30002, Reno NV 89520 (mail only)
tel: (775) 335-1920
email: smiklos@rtcwashoe.com

To the Vanpool Coordinator at such address or e-mail address as said person identified in the Volunteer Driver Application submitted to _____ or, alternatively, to the last address or e-mail address that he/she may have provided in writing to _____ since the Driver application was approved.

The persons to be served and the addresses of said person may be changed at any time by written notice to the other party. Service shall be deemed complete upon personal delivery, e-mail or three (3) days following the date the notice is deposited, postage prepaid, in the United States mail.

- (d) Nevada Law Applies. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada, and the parties hereto agree to submit to the jurisdiction of its courts to resolve any dispute or differences arising hereunder.
- (e) 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 between the parties.
- (f) Amendments. This Agreement may be amended or modified only by written agreement signed by both parties or authorized representatives.
- (g) Regulatory Compliance. The parties shall comply with all applicable federal, state and local government laws, regulations and ordinances.

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

Regional Transportation Commission of Washoe County

By _____
Scott Miklos
Trip Reduction Analyst

By _____
Mark Maloney
Public Transportation/Operations Director

Date: _____

Date: _____

///

///

Vanpool Coordinator

By _____

[print name]

Date: _____

SAMPLE

ATTACHMENTS

SAMPLE

ATTACHMENT A

RTC VANPOOL PROGRAM PROJECT DESCRIPTION

GENERAL INFORMATION

RTC SMART TRIPS is a regional trip reduction program managed by the Regional Transportation Commission of Washoe County, Nevada. RTC SMART TRIPS assists commuters and employers with regional ridematching services and a guaranteed ride home program for carpoolers and vanpoolers through the RTC TRIP MATCH program component (<https://rtcsmarttrips.rideproweb.com/rp2/Home/Home>). Vanpooling is further promoted and incentivized via the RTC VANPOOL program component. The RTC SMART TRIPS program provides local employers with assistance promoting all forms of trip reduction (buses, bicycling, walking, telecommuting, etc.), and trip reduction program planning and implementation.

SEC. 101 PROJECT SUMMARY

A. Project Background. The RTC VANPOOL program (Program), which began in 2005, provides incentives to commuters who vanpool. The Program reduces traffic congestion, improves air quality, and encourages drive-alone commuters to rideshare. Funding for the Program comes from a variety of federal, state, and local sources.

During August 2019, 181 vanpools were active in the Program traveling on average 71 miles a day to and from work. Currently, vehicles travel from inside the Reno/Sparks area of Washoe County south to Carson City, east to the Tahoe-Reno Industrial Center, and north to Herlong and Susanville in California. Additionally, a vanpool travels from Gardnerville north to Stead. The RTC is committed to actively promoting program growth, but makes no commitment that additional funding will be available to continually grow the number of participants.

B. Project Description. Vanpools are defined as a transit mode comprised of vans and other vehicles operating as a ridesharing arrangement, providing transportation to a group generally comprised of between 5 to 15 individuals traveling together on a regular basis to work. The vehicles must have a minimum seating capacity of seven persons, including the driver, who is not paid a wage to drive the vanpool vehicle. Vanpools must also be in compliance with Federal Transit Administration requirements, including the Americans with Disabilities Act (ADA) provisions. They must be open to the public and that availability must be made known.

To participate in the Program, vanpools must have either their origin or destination within Washoe County, Nevada. Each vanpool coordinator must apply to be registered in the Program and vanpools must be open as public transportation for any commuter to join. Approved and registered vanpools currently receive a monthly subsidy from the RTC. The RTC VANPOOL monthly subsidy is \$400 for vanpools in monthly mileage tiers up to 3,000 miles, \$500 for vanpools in mileage tiers between 3,001 and 4,000 miles, and \$600 for vanpools in mileage tiers over 4,000 miles.

The RTC pays the subsidy directly to the vanpool contractor who then passes the subsidy to the vanpool member legally responsible for the vehicle lease/use-fee. The RTC reserves the right to change or eliminate the current monthly subsidy at its discretion.

Vanpool coordinators will enter into a month-to-month lease with a Contractor selected pursuant to this RFP, sign an agreement with the RTC, and will collect and report accurate ridership data that meets program guidelines. The vanpool coordinators and/or vanpool drivers shall be responsible for fueling the vehicle, arranging for regular maintenance, and collecting monthly fares from riders.

C. Project Goals. RTC's primary goals for the RTC VANPOOL program are:

1. Enhance the effectiveness of vanpool initiatives in reducing vehicle miles traveled, traffic congestion, and air pollution in Washoe County.
2. Improve operating efficiencies of acquiring and retaining vanpool participants.
3. Maximize marketplace awareness and potential for vanpooling among area commuters, employers and sponsors.
4. Increase the leverage of available federal and local funds to maximize long-term potential for vanpooling in Washoe County.

D. Project Objectives. RTC's primary objectives for its vanpool program are:

1. Increase RTC VANPOOL's net contribution to the reduction of vehicle miles traveled in Washoe County for each year of operation through growth in the numbers of routes, riders and trips taken.
2. Improve the efficiency of vanpool operations as determined by the total cost to RTC for each vehicle mile reduced in Washoe County.
3. Increase the levels of awareness and positive perception of vanpool services in Washoe County as measured by the response of consumers, employers and stakeholder groups.
4. Enhance capabilities for attracting new riders to vanpools to sustain vanpool routes that lose riders and to create new vanpools.

ATTACHMENT B

RTC VANPOOL PROGRAM SCOPE OF WORK

SEC. 101 GENERAL REQUIREMENTS

A. **Contractor Responsibilities.** The RTC seeks proposals from respondents willing to lease vanpool vehicles to Vanpool Groups. The Contractor selected by the RTC must provide maintenance, insurance, sales and marketing, customer service, and other administrative services. The Contractor shall provide the equipment, maintenance facilities, supplies and other materials, employees, and any other items necessary to provide the services in accordance with the RTC's Vanpool Agreement. The vanpool Contractor also must assume all vehicle responsibilities and liabilities of the Program, and ensure that all vanpool drivers are qualified to safely operate the vehicle.

B. **RTC Program Objective.** Through this Scope of Work, the RTC desires to establish a cooperative partnership between RTC and the selected vanpool Contractor that results in prompt, coherent, and courteous communication; respectful competition within the marketplace; and the best value to the consumer.

SEC. 102 CONTRACTOR VEHICLE TASKS AND RESPONSIBILITIES

A. **Vehicles.**

1. The Contractor shall provide vehicles that seat a minimum of seven (7) individuals and a maximum of fifteen (15) individuals (including the driver). No vehicle provided to a Program participant for use in a vanpool shall at any time exceed four (4) model years in age or 100,000 miles usage. The Contractor shall replace any vehicle when or before it reaches these limits.

2. All vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), Environmental Protection Agency (EPA) standards, Buy America and all other industry standards in effect at the time of delivery. Each component of the van shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit. The Contractor is responsible for vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.

3. All vehicles shall be equipped, at a minimum, with power steering, automatic transmission, air conditioning, full floor carpeting, cloth seating, airbag(s), am/fm radio with CD player and/or Bluetooth technology, first-aid kit fully stocked with supplies for ten or more people; fire extinguishers rated for at least Type A, B, and C fires, and two reflective safety yield triangles or three emergency road flares.

4. Vehicles, including heaters and air conditioning, shall be in excellent working condition and upholstery shall be clean and free of damage or discoloration. Vehicles shall be in a uniform color acceptable to the RTC.

5. The RTC and its agents are not responsible for fleet administration, including passenger fare collection. RTC does not own, maintain, license, or insure vehicles nor will it be legally or financially responsible for vehicle operations. The RTC will not administer vehicle lease/use-fee agreements nor will it provide direct customer service.

B. Vehicle Delivery. The Contractor shall be responsible for providing a selection of vanpool Vehicles within a reasonably short time frame to be specified by the Contractor in the proposal. Following identification of a prospective vanpool, the Vanpool Coordinator (driver and passengers) will select a van based on model availability, anticipated ridership, and price. The Contractor shall deliver the vehicle not later than thirty (30) days after the effective date of a fully executed lease/use-fee agreement. If a Contractor experiences a delay in providing a specific vehicle, the Contractor shall secure and supply an equivalent vehicle at less than or equal to the price of the original vehicle until the appropriate vehicle is provided. Vehicle models that are outside the scope of the Contractor's standard fleet will be allowed contingent upon price and availability. The RTC reserves the right to make the request or approve such requests from Vanpool Groups.

C. Vehicle Spare Ratio. The Contractor shall supply spare vehicles sufficient to support the program. The vehicles shall be dedicated to the program and clearly be identified as part of the program fleet. A spare vehicle shall be provided to a participating vanpool in the event of extended van maintenance, breakdown, or accident. Vehicles supplied as loaner vehicles are not required to be the same size as the leased vehicle, but must be of size and age to adequately address the vanpool's need. In the event of a breakdown, the Contractor shall supply the spare vehicle to the Vanpool Group no more than six business hours after a request for a loaner vehicle is received; normal business hours being 8:00 am to 5:00 pm.

D. Vehicle Use. The Contractor shall provide vehicles primarily for work commute trips. Personal use of the vehicle may be negotiated between the Vanpool Coordinator and Contractor, but should not exceed the Internal Revenue Code's definition of a Commuter Highway Vehicle, as described in the Vanpool Coordinator Agreement.

E. Public Transportation and ADA. The Contractor shall reasonably accommodate individual applicants and disabled applicants. Publicly subsidized vanpools are public transportation and are subject to legal requirements associated with that status. This includes complying with provisions of the Americans with Disability Act (ADA); consequently, the Contractor must accommodate applicants with disabilities. The Contractor must also reasonably accommodate individual applicants (i.e., applicants who are not employees at a vanpool's destination workplace). This includes placing individual vanpool applicants who have origins and destinations proximate to an existing vanpool's route in any vacancy in that vanpool.

F. Fleet Fuel Card. Contractor shall provide all Vanpool Groups with a fuel credit card system that will allow multiple pre-authorized card users from each vanpool to purchase fuel, and will also identify fuel costs per vanpool, track monthly fuel consumption and identify excess

fuel purchases and other discrepancies. The Vanpool Coordinator will set the amount of funds applied to the gas card and shall be invoiced for the gas card along with the monthly lease/use-fee by the Contractor.

G. Vehicle Maintenance. The Contractor shall employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the Program. Maintenance plans shall specifically address how maintenance, repairs, and factory recalls will be scheduled and managed, who will be responsible for taking vehicles in for maintenance and repair, and location of the maintenance facilities.

H. Preventative Maintenance. The Contractor shall be responsible for developing a preventative maintenance schedule for all vehicles. This preventative maintenance schedule shall at a minimum thoroughly outline maintenance responsibilities based on and in compliance with the vehicle manufacturer's preventative maintenance program. Unscheduled maintenance shall be coordinated by the Vanpool Coordinator and/or driver with the Contractor, as needed.

I. Vehicle Repair. The Contractor shall be responsible for developing and implementing vehicle repair procedures. Contractor will assure that all vehicle repairs are accomplished in a timely manner. A back-up van will be made available to the vanpool group whenever the regularly assigned van is in for scheduled or unscheduled maintenance or repair. If a back-up vehicle is unavailable, Contractor shall provide, on a prorated basis, based on a 30-day month, a credit for the period of time that the vehicle is inoperable due to accident damage or mechanical failure.

J. Roadside Assistance Program. The Contractor shall provide a Roadside Assistance Program for all vans participating in the program. The Roadside Assistance Program shall include: battery jump start, flat tire change, lock-outs, fuel delivery (vanpoolers will be responsible for paying for gas), towing to the nearest authorized service facility, and other necessary services.

K. Shuttle Services. The Contractor shall provide vanpool shuttle services including, but not limited to, shuttles for maintenance, vehicle switch outs, delivery to new coordinators or drivers, and pick up of vehicles when a Vanpool Group has disbanded.

SEC. 103 CONTRACTOR FINANCIAL RESPONSIBILITIES

A. Lease/use-fee Amounts. The Contractor shall charge Vanpool Coordinators in the Program a monthly lease/use-fee not to exceed the Contractor's submitted Price Proposal. Prices listed in the Price Proposal shall be the price before the subsidy, if any is provided by the RTC. Registration and licensing, title fees, insurance, maintenance, shuttle services, etc., shall be covered by the monthly lease/use-fee for the vehicle. Participant expenses shall be limited to the vehicle lease costs and fuel. Actual lease/use-fees may be less, but not more than the prices in the Price Proposal.

B. Fare Collection.

1. Vanpool fares paid by the Vanpool Coordinator on behalf of the riders are set by the Contractor as described in the Contractor's Price Proposal and are calculated separately for each type of vehicle based on the monthly commute mileage.

2. The Contractor shall be entirely responsible for collecting fares from Vanpool Coordinators, the security of these funds, reimbursement of qualifying expenses to Vanpool Coordinators and the credit of any subsidy amount paid by the RTC under the Vanpool Contractor Agreement.

3. The Contractor shall be required to establish a uniform system of accounts and records in accordance with generally accepted accounting principles, and to make all financial records available for review and audit.

4. The Contractor shall accept all forms of payment from participants which include, but are not limited to, cash, check, credit card, federal vanpool voucher and federal transit card. There shall be no transaction cost for any form of payment and the Contractor shall make payment options simple and accessible.

C. Financial Administration. All contractor costs of operating and maintaining the vanpool program must be covered by fare revenue and pricing should not assume a subsidy will be provided. **RTC does not guarantee that current fare subsidies will be provided, and subsidies may be modified or eliminated at any time.**

1. RTC will not be responsible for collecting fares or covering the cost of any uncollected fares. RTC will not be responsible for any costs associated with operating or maintaining the vanpool program.

2. The Contractor will assume full financial risk as lessor for any deficiency between vehicle selling prices and residual values, as well as full responsibility for vehicles at the termination of any lease/use-fee agreements or amortization schedules. Neither the RTC nor Vanpool Coordinators shall have any financial obligation for the Vehicles.

3. RTC encourages the introduction of innovative funding strategies (such as FTA's Capital Cost of Contracting policy) to maximize efficiencies and the potential for individuals to participate in a vanpooling arrangement.

D. Contractor Lease/use-fee Agreement. The Contractor shall provide the RTC with a copy of the Contractor's lease/use-fee agreement ("Vehicle Agreement") for each vanpool prior to the vanpool being fully accepted into the program and shall submit updated copies whenever any change occurs.

E. RTC VANPOOL Coordinator Agreement. The Contractor shall distribute an RTC VANPOOL Coordinator Agreement to the party responsible for the vehicle lease/use-fee. (See Part V of the RFP.)

1. Contractor shall explain the program guidelines including that acceptance into the program is contingent upon available funding. Contractor shall return executed agreements to the RTC. No other forms will be accepted for enrollment consideration.

2. If subsidy funding is currently not available or an eligible Vanpool Coordinator chooses not to join the program for another reason, the Contractor shall distribute and return a signed program waiver form provided by the RTC.

3. RTC reserves the right to establish a wait list for vanpools to participate in the subsidy program. This option may be exercised at RTC's discretion at any time.

F. RTC Subsidy Payments. If subsidy payments are to be provided by the RTC, the following process shall be followed. Following submission of an accurate monthly Ridership Report from the Contractor, the RTC may approve subsidy payments for qualifying vanpools that the Contractor shall credit to the Vanpool Coordinators' accounts. The Contractor may bill the RTC for the subsidies after the credits have been posted to the coordinators' accounts. Invoices shall include vehicle unit number, unique identifier for the coordinator, coordinator's name and amount of subsidy to be applied to each Vanpool Coordinator's account. The RTC shall pay the Contractor within thirty (30) calendar days after receipt of an approved invoice.

SEC. 104 GENERAL OBLIGATIONS

A. Compliance with Applicable Laws and Regulations. The Contractor shall comply with all state and federal laws and regulations, including but not limited to vehicle licensing, maintenance, driver training, and signage.

B. Insurance and Indemnity.

1. The Contractor shall procure and maintain the following insurance coverage. Coverage shall be full coverage and not subject to self-insurance provisions. Contractor shall provide the following insurance coverage:

2. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury with a minimum limit of \$5,000,000.00 per occurrence.

3. Automobile Liability to include owned leased, hired and non-owned autos with a combined single limit of \$5,000,000.00.

4. Workers' Compensation providing statutory coverage and Employers' Liability with minimum limits of \$1,000,000.00.

C. Subcontractors. The Contractor shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from the Contractor as provided in this Agreement. Proof of insurance coverage must be received by RTC ten (10) calendar days from the award and on an annual basis thereafter with RTC's officers, directors, employees and agents designated as additionally insured on the general and automobile liability.

D. Disclaimer of Liability. The RTC has no liability for any loss or damages, bodily injuries, including death, damage to or loss of property as a result of, but not limited to, vehicle acquisition, vehicle maintenance, vehicle operation, insurance, participant eligibility for the vanpool program, vanpool participant agreements with Contractor, Contractor's policies and procedures, vanpool program administration, and any other aspect of provision of vanpool service. RTC will not indemnify the Contractor, a Vanpool Group or a Vanpool Coordinator for any liability whatsoever.

E. Availability of Staff. The Contractor shall have both primary and backup staff available at a minimum between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday.

SEC. 105 **MARKETING**

A. In General.

1. At RTC's request, the Contractor shall distribute marketing materials provided by RTC that directly relate to the RTC SMART TRIPS and RTC VANPOOL programs. RTC will promote the RTC VANPOOL program via its website; provide a regional trip matching service and guaranteed ride home service for participants registered in that program; furnish program brochures and other printed materials required for marketing the service; and develop advertising campaigns as staff time and funding allows.

2. Any promotion and publicity that RTC desires concerning the program will be provided by RTC with the Contractor being under no obligation to expend funds for such promotion or publicity. Any promotion or publicity which the Contractor desires concerning the service shall be provided by the Contractor at the Contractor's expense upon written approval from RTC. The Contractor shall participate from time to time in marketing coordination meetings with RTC staff.

B. Marketing Responsibilities.

1. The selected Contractor shall work to maintain existing Vanpool Groups. They shall also work to identify prospective vanpool riders and facilitate the formation of new Vanpool Groups utilizing methodologies that include, but are not limited to:

- a. Performing cluster analyses.
- b. Assisting employers with setting up benefit provisions to encourage vanpooling.
- c. Assisting employers with planning and implementation of a Commuter Benefits program that takes advantage of the Internal Revenue Service provisions for commuters. The program should apply directly to employees who commute to the worksite via public transit or a qualified vanpool.
- d. Assisting employers and property owners in implementing preferential parking for vanpools.

e. Assisting vanpool riders in selecting a vanpool vehicle that fits the Vanpool Group's needs.

2. Contractor shall engage in business development at all levels in Washoe County and surrounding areas to attract and retain riders, add routes and employer accounts, and attract stakeholder support. This includes promotions or incentives that the Contractor will conduct or provide to expand the vanpool program at no cost to RTC. Contractor shall conduct group formation meetings, participate in promotional events, fairs and other activities to promote expansion of the vanpool program.

3. The Contractor shall not directly solicit as customers any existing Program participants.

4. Employer-paid vanpools are permitted to participate in the Program if they are open to the public and open seat availability is made known.

C. **Branding.** The Contractor shall affix on all vehicles enrolled in the Program decals displaying text and graphics identifying the vehicle as participating in the RTC VANPOOL program and shall replace any damaged graphics. Decals will be designed and provided by RTC. All vehicles must be exclusively branded as RTC VANPOOL. RTC will confer with the Contractor on the decal's size, material, and adhesive and will reasonably take into account Contractor's concerns that the decals do not harm the vehicle's surface, or cause excessive expense for installation. RTC will provide decals in sufficient quantity for the Contractor to comply with this paragraph. Decals are required on each vehicle for which RTC pays a subsidy. The Contractor shall be responsible for installation of decals in a timely manner and shall notify RTC when additional decals are required.

D. **Trip Matching.** RTC requires that all vanpools be registered with the RTC Smart Trips, <https://rtcsmartrips.rideproweb.com/rp2/Home/Home>. RTC will provide a Guaranteed Ride Home (GRH) program for all vanpoolers, but participants must register for the GRH program on the website. Contractor shall coordinate their proprietary trip matching service, if applicable, with the RTC TRIP MATCH.

SEC. 106 CONTRACTOR DATABASES AND REPORTS

A. **Databases.** The Contractor shall keep and maintain accurate vanpool databases in order to submit timely invoices, notices, and associated reports and information as set forth below. The Contractor shall maintain a database including: current vehicles in operation; size of vehicles in operation; current vehicle coordinators, drivers and passengers; contact information for all coordinators, drivers, and passengers; origination, destination, and pick-up and drop-off locations for each vehicle; employers and employers' contact information; number of riders for each vehicle; number of empty seats for each vehicle; average occupancy percentage for each vehicle; number of average commute days per month; and daily roundtrip miles.

B. **Report.** Maintenance of this database will provide the Contractor with the ability to provide RTC with a report of all active vanpools including: the origin, destination, pick-up and drop-off locations of each vanpool; employer name and contact information where applicable; the number of riders and empty seats; average occupancy percentage for each vehicle; the daily

roundtrip miles; number of commute days per month; and name and email addresses for coordinators, drivers, and passengers. This report must be provided to RTC at no additional expense, in a format approved by RTC, on a monthly basis.

C. Monthly Fleet Activity Report. This report lists all vanpool starts (by vehicle ID number, coordinator name and unique ID number, and employer name); vanpool terminations (by vehicle ID number, coordinator name and unique ID number and employer name); coordinator switches (by vehicle ID number, coordinator name and unique ID number, and employer name); vehicle switches (by vehicle ID number, coordinator name and unique ID number, and employer name); and lists all vehicles that are out of service (by vehicle ID number). The report should also provide a summary that shows the total number of vehicles in service; the total number of vehicles out of service; the total number of vehicles in the fleet; total number of active riders; total seating capacity of the active fleet; and capacity utilization as a percent of total seating capacity.

D. Vehicle Incident Reports. The Contractor shall submit by the 8th day of each month one or more Vehicle Incident Reports covering the previous month. The following guidelines must be followed when preparing the Vehicle Incident Report:

1. Declaration must be made of any major or non-major vehicle incident per National Transit Database (NTD) requirements.

2. If no major or non-major incidents occurred during the report period, a Vehicle Incident Report shall be submitted, stating that no incidents occurred during the period. Each form shall include the printed name and signature of the authorized Contractor's representative responsible for declarations.

3. Upon RTC's request, further information about any major or non-major incidents shall be provided. Such information may include, but not be limited to, copies of accident reports from applicable law enforcement agencies and statements from vanpool participants.

4. The Contractor shall immediately notify RTC of any major incident, both by telephone and in writing.

5. The Contractor shall also provide all information regarding any major incident as may be requested by RTC. Such notification shall not be delayed until routine monthly reports are submitted.

E. Federal Transit Administration (FTA) National Transit Database (NTD) Reporting. In order to maintain its status as an eligible recipient of federal transit funding, RTC and its Contractors providing transit service must report certain data and operating statistics to the National Transit Database. Accordingly, the NTD reporting requirements are incorporated in this agreement by reference.

1. Using forms approved by RTC, the Contractor must report calendar monthly data to the RTC in compliance with the NTD line item reporting requirements, and must submit RTC fiscal year-end reporting statistics covering the period of July through June no later than August 31st following the close of the fiscal year. The Contractor

must provide the RTC with access during business hours to any source documents needed to meet NTD reporting requirements.

2. Should FTA request revisions or explanations for any portion of the annual NTD report, the Contractor will provide information for follow-up in a timely manner, at least five (5) days prior to the FTA deadline. If data is not provided in a timely manner or is inaccurate, the service provider will reimburse RTC for any costs associated with compiling the data.

F. **Ridership Reports.** RTC shall require the Contractor to collect and report ridership and other data as required for RTC Board reports, the National Transit Database reporting and other reports as may be required by RTC. Ridership data along with copies of each vanpool's rider logs on forms approved by the RTC shall be submitted to the RTC by the 10th day of the following month. The Contractor will review each vanpool's data log for accuracy before submitting it to the RTC.

G. **Subsidy Tracking Report.** On or before the 5th day of each month, the Contractor shall submit to the RTC a report including, but not limited to, information on the previous month's operations. This report shall include information on:

1. Start of service for a new RTC-approved vanpool.
2. Termination of a vanpool.
3. Vanpool coordinator change for an existing vanpool.
4. Address, email or phone number change for current Vanpool Coordinator.
5. Vehicle change of an existing vanpool.
6. Actual monthly van lease/use-fee cost for the previous month.

H. **Quarterly Reports.** The Contractor shall submit reports summarizing outreach efforts and other pertinent activities performed by the Contractor to maintain and grow the program for the previous three-month period by April 15, July 15, October 15, and January 15. Reports should include information about employers who have received information/calls from the Contractor regarding the RTC VANPOOL program, and/or are interested in receiving information about the RTC SMART TRIPS program and/or RTC VANPOOL program.

I. **Audit and Inspection of Records.** The Contractor shall provide RTC, the Federal Transit Administration, and the Comptroller General access to Contractor's accounting books, records, payroll documents and facilities of the Contractor for vanpool services for the purposes of examining, auditing, and inspecting all accounting books, records, work data, documents, and activities related thereto.

1. The Contractor shall maintain such books, records, and documents in accordance with generally accepted accounting principles and shall clearly identify and

make such items readily accessible to such parties during the Contractor's performance under the Agreement and for a period of four (4) years from the conclusion of services.

2. The right to audit books and records shall also extend to those of any first-tier subcontractors identified in the Vanpool Agreement. The Contractor shall allow the RTC, FTA, and Comptroller General to reproduce documents by any means whatsoever and to copy excerpts and transcriptions.

SEC. 107 CONTRACTOR TRANSITION

If a new Contractor is awarded the contract under this RFP, the successful Proposer will work with the current Contractor up until May 31, 2020 to effectively and seamlessly transition operations. The new Contractor shall implement its start-up plan for the project including the following:

- A. Compliance with timelines in hiring staff.
- B. Compliance with the proposed schedule and completion dates for identified tasks.
- C. Completion of arrangements with facilities and acquisition and/or lease of materials, equipment and vehicle fleet.
- D. Training of workforce and drivers.

ATTACHMENT C

ADDENDUM LOG

The undersigned acknowledges receipt of the following addendums to the documents:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Failure to acknowledge receipt of all addendums may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

Company Name _____

Authorized Representative _____

Title _____

Date _____

Signature _____

ATTACHMENT D

PROPOSAL SUBMITTAL CHECKLIST

This form must be completed and returned with submission of the proposal. The proposer shall use this list to ensure all required certifications, affidavits, and documentation have been provided. If the referenced attached is not required, the proposer shall write "N/A" in the proposer check off space. Failure to return this form may be cause for the proposal to be considered non-responsive.

| Item Description (Reference Location RFP Specifications) | Original + 5 Copies | Proposer Check Off | RTC Check Off |
|---|------------------------|--------------------------|---------------------|
| PACKAGE ONE | | | |
| Cover Letter (TAB 1) | 6 | | |
| Table of Contents (Section 110) | 6 | | |
| Addendum Log (Attachment C) | 6 | | |
| Organizational Chart (TAB 2) | 6 | | |
| Complete listing of contracts for vanpool services in the past three (3) years. (TAB 3) | 6 | | |
| Proposer's project plan (TAB 4) | 6 | | |
| Start-up plan (TAB 5) | 6 | | |
| Description and pictures of the Vanpool Vehicles proposed to be provided, including specifications and advertising literature on the Vanpool Vehicle. (TAB 6) | 6 | | |
| Proposed exceptions to the draft Vanpool Services Agreement in Part III. (TAB 7) | 6 | | |
| Driver training plan (TAB 8) | 6 | | |
| Marketing, customer service and reporting (TAB 9) | 6 | | |
| Proposer's incentive program (TAB 10) | 6 | | |
| Evidence of capacity to obtain required insurance (TAB 12) | 6 | | |
| Describe any bankruptcy, reorganization, judgments (TAB 13) | 6 | | |
| Required certifications (Attachment G through M) | 6 | | |
| | | | |
| PACKAGE TWO | | | |
| Proposal/Price Proposal (TAB 1) | 1 | | |
| Financial Statements (TAB 2) | 1 | | |
| | | | |

ATTACHMENT E
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
PRICE PROPOSAL

Respondents shall also provide a proposed cost per month per vehicle, broken down by type of vehicle and monthly mileage allowance if applicable, as shown in the enclosed Price Proposal. Respondents shall indicate their price proposal acknowledging that this amount is inclusive of all associated lease costs for vanpooling purposes and does not assume that any subsidies will offset the cost. The Price Proposal is submitted in a separate envelope. SEE PACKAGE TWO-TAB 1.

Proposal of _____ to perform all services necessary to complete the RTC Vanpool Program, in accordance with the RFP Requirements and attachments, including any amendments or addenda to all these aforementioned documents, all of which are hereinafter referred to as the "Solicitation Documents".

To the Regional Transportation Commission, Washoe County, Nevada (RTC):

The undersigned, as Contractor declares that this proposal is made without collusion with any other person, firm or corporation, that the Contractor has carefully examined the Solicitation Documents referred to and made a part hereof, and the Contractor proposes and agrees, if this Proposal is accepted, that the services to be performed stated in the proposal are correct and as intended by the Contractor and will contract with the RTC, to perform services specified in the Solicitation Documents, in the manner and time prescribed and according to the requirements herein set forth, and the Contractor will agree to the following lease rates set forth in the price sheets attached hereto.

The undersigned agrees, if awarded the Contract, the work to be performed shall commence after the Contract Documents have been submitted.

In submitting a Proposal, the Contractor affirms that the Contractor is sufficiently informed in all matters affecting the Contract scope, and that the Contractor has checked the Proposal for errors and omissions; and that the prices stated in the Proposal are correct and are a complete and correct statement of the Contractor's prices for services for RTC's Vanpool Program required by the Contract documents and specifications.

By execution below, Contractor hereby offers to acceptably complete the Proposal as indicated herein. Upon Acceptance by the Procuring Agency, the contract is complete with all provisions stated in the solicitation documents and all attachments herein.

Proposer:

(Company)

(Street Address)

(City, State, Zip Code)

(Authorized Representative/Title)

(Signature of Authorized Representative)

(phone number) (fax number)

Date: _____

State of _____

County of _____

On _____, 2020, before me, _____ personally
appeared _____, personally known to me or proved to me on the basis of
satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity (ies) and that
by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

Notarial Officer _____

**ATTACHMENT E
EXCEL COST PROPOSAL
SPREADSHEET**

SAMPLE

Price Proposal – Attachment E
Price Proposal
Vanpool Program Monthly Lease Rates

Pricing - First Year

| <i>Maximum Monthly Mileage</i> | TOTAL OPERATING COSTS | | | | | | |
|--|--------------------------------|----------------------------------|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|-------------|
| | <i>7-Passenger Minivan</i> | <i>7-Passenger Crossover</i> | <i>8-Passenger Luxury Van</i> | <i>10-Passenger Luxury Van</i> | <i>12-Passenger Luxury Van</i> | <i>14-Passenger Luxury Van</i> | |
| <=750 | | | | | | | |
| 1000 | | | | | | | |
| 1250 | | | | | | | |
| 1500 | | | | | | | |
| 1750 | | | | | | | |
| 2000 | | | | | | | |
| 2250 | | | | | | | |
| 2500 | | | | | | | |
| 2750 | | | | | | | |
| 3000 | | | | | | | |
| 3250 | | | | | | | |
| 3500 | | | | | | | |
| 3750 | | | | | | | |
| 4000 | | | | | | | |
| 4250>= | | | | | | | 0.00 |
| <i>Subtotals</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Total 1st Year

SAMPLE

**Price Proposal – Attachment E
Price Proposal
Vanpool Program Monthly Lease Rates**

Pricing - Second Year

| <i>Maximum Monthly Mileage</i> | TOTAL OPERATING COSTS | | | | | | |
|--|--------------------------------|----------------------------------|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|-----------------------|
| | <i>7-Passenger Minivan</i> | <i>7-Passenger Crossover</i> | <i>8-Passenger Luxury Van</i> | <i>10-Passenger Luxury Van</i> | <i>12-Passenger Luxury Van</i> | <i>14-Passenger Luxury Van</i> | |
| <=750 | | | | | | | |
| 1000 | | | | | | | |
| 1250 | | | | | | | |
| 1500 | | | | | | | |
| 1750 | | | | | | | |
| 2000 | | | | | | | |
| 2250 | | | | | | | |
| 2500 | | | | | | | |
| 2750 | | | | | | | |
| 3000 | | | | | | | |
| 3250 | | | | | | | |
| 3500 | | | | | | | |
| 3750 | | | | | | | |
| 4000 | | | | | | | |
| 4250>= | | | | | | | |
| <i>Subtotals</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | | | Total 2nd Year |

SAMPLE

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Third Year

| Maximum Monthly Mileage | TOTAL OPERATING COSTS | | | | | | |
|-------------------------|-----------------------|-----------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------|
| | 7-Passenger Minivan | 7-Passenger Crossover | 8-Passenger Luxury Van | 10-Passenger Luxury Van | 12-Passenger Luxury Van | 14-Passenger Luxury Van | |
| <=750 | | | | | | | |
| 1000 | | | | | | | |
| 1250 | | | | | | | |
| 1500 | | | | | | | |
| 1750 | | | | | | | |
| 2000 | | | | | | | |
| 2250 | | | | | | | |
| 2500 | | | | | | | |
| 2750 | | | | | | | |
| 3000 | | | | | | | |
| 3250 | | | | | | | |
| 3500 | | | | | | | |
| 3750 | | | | | | | |
| 4000 | | | | | | | |
| 4250>= | | | | | | | |
| Subtotals | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Total 3rd Year

SAMPLE

**Price Proposal – Attachment E
Price Proposal
Vanpool Program Monthly Lease Rates**

Pricing - Fourth Year

| <i>Maximum Monthly Mileage</i> | TOTAL OPERATING COSTS | | | | | | |
|--|--------------------------------|----------------------------------|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|-------------|
| | <i>7-Passenger Minivan</i> | <i>7-Passenger Crossover</i> | <i>8-Passenger Luxury Van</i> | <i>10-Passenger Luxury Van</i> | <i>12-Passenger Luxury Van</i> | <i>14-Passenger Luxury Van</i> | |
| <=750 | | | | | | | |
| 1000 | | | | | | | |
| 1250 | | | | | | | |
| 1500 | | | | | | | |
| 1750 | | | | | | | |
| 2000 | | | | | | | |
| 2250 | | | | | | | |
| 2500 | | | | | | | |
| 2750 | | | | | | | |
| 3000 | | | | | | | |
| 3250 | | | | | | | |
| 3500 | | | | | | | |
| 3750 | | | | | | | |
| 4000 | | | | | | | |
| 4250>= | | | | | | | |
| <i>Subtotals</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Total 4th Year

SAMPLE

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 1 - Year 1

| Maximum Monthly Mileage | TOTAL OPERATING COSTS | | | | | | |
|-------------------------|-----------------------|-----------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------|
| | 7-Passenger Minivan | 7-Passenger Crossover | 8-Passenger Luxury Van | 10-Passenger Luxury Van | 12-Passenger Luxury Van | 14-Passenger Luxury Van | |
| <=750 | | | | | | | |
| 1000 | | | | | | | |
| 1250 | | | | | | | |
| 1500 | | | | | | | |
| 1750 | | | | | | | |
| 2000 | | | | | | | |
| 2250 | | | | | | | |
| 2500 | | | | | | | |
| 2750 | | | | | | | |
| 3000 | | | | | | | |
| 3250 | | | | | | | |
| 3500 | | | | | | | |
| 3750 | | | | | | | |
| 4000 | | | | | | | |
| 4250>= | | | | | | | |
| Subtotals | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Total Option 1-YR 1

SAMPLE

Price Proposal – Attachment E
Price Proposal
Vanpool Program Monthly Lease Rates

Pricing - Option 1 - Year 2

| <i>Maximum Monthly Mileage</i> | TOTAL OPERATING COSTS | | | | | |
|--|--------------------------------|----------------------------------|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|
| | <i>7-Passenger Minivan</i> | <i>7-Passenger Crossover</i> | <i>8-Passenger Luxury Van</i> | <i>10-Passenger Luxury Van</i> | <i>12-Passenger Luxury Van</i> | <i>14-Passenger Luxury Van</i> |
| <=750 | | | | | | |
| 1000 | | | | | | |
| 1250 | | | | | | |
| 1500 | | | | | | |
| 1750 | | | | | | |
| 2000 | | | | | | |
| 2250 | | | | | | |
| 2500 | | | | | | |
| 2750 | | | | | | |
| 3000 | | | | | | |
| 3250 | | | | | | |
| 3500 | | | | | | |
| 3750 | | | | | | |
| 4000 | | | | | | |
| 4250>= | | | | | | |
| <i>Subtotals</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

0.00
Total Option 1-YR 2

SAMPLE

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 2 - Year 1

| <i>Maximum Monthly Mileage</i> | TOTAL OPERATING COSTS | | | | | |
|--------------------------------|------------------------------|------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|
| | <i>7-Passenger Minivan</i> | <i>7-Passenger Crossover</i> | <i>8-Passenger Luxury Van</i> | <i>10-Passenger Luxury Van</i> | <i>12-Passenger Luxury Van</i> | <i>14-Passenger Luxury Van</i> |
| <=750 | | | | | | |
| 1000 | | | | | | |
| 1250 | | | | | | |
| 1500 | | | | | | |
| 1750 | | | | | | |
| 2000 | | | | | | |
| 2250 | | | | | | |
| 2500 | | | | | | |
| 2750 | | | | | | |
| 3000 | | | | | | |
| 3250 | | | | | | |
| 3500 | | | | | | |
| 3750 | | | | | | |
| 4000 | | | | | | |
| 4250>= | | | | | | |
| <i>Subtotals</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Total Option 2-YR 1

SAMPLE

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 2 - Year 2

| Maximum Monthly Mileage | TOTAL OPERATING COSTS | | | | | |
|-------------------------|-----------------------|-----------------------|------------------------|-------------------------|-------------------------|-------------------------|
| | 7-Passenger Minivan | 7-Passenger Crossover | 8-Passenger Luxury Van | 10-Passenger Luxury Van | 12-Passenger Luxury Van | 14-Passenger Luxury Van |
| <=750 | | | | | | |
| 1000 | | | | | | |
| 1250 | | | | | | |
| 1500 | | | | | | |
| 1750 | | | | | | |
| 2000 | | | | | | |
| 2250 | | | | | | |
| 2500 | | | | | | |
| 2750 | | | | | | |
| 3000 | | | | | | |
| 3250 | | | | | | |
| 3500 | | | | | | |
| 3750 | | | | | | |
| 4000 | | | | | | |
| 4250>= | | | | | | |
| Subtotals | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

0.00
Total Option 2-YR 2

SAMPLE

Price Proposal – Attachment E
 Price Proposal
 Vanpool Program Monthly Lease Rates

Pricing - Option 3 - Year 1

| Maximum Monthly Mileage | TOTAL OPERATING COSTS | | | | | | |
|-------------------------|-----------------------|-----------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------|
| | 7-Passenger Minivan | 7-Passenger Crossover | 8-Passenger Luxury Van | 10-Passenger Luxury Van | 12-Passenger Luxury Van | 14-Passenger Luxury Van | |
| <=750 | | | | | | | |
| 1000 | | | | | | | |
| 1250 | | | | | | | |
| 1500 | | | | | | | |
| 1750 | | | | | | | |
| 2000 | | | | | | | |
| 2250 | | | | | | | |
| 2500 | | | | | | | |
| 2750 | | | | | | | |
| 3000 | | | | | | | |
| 3250 | | | | | | | |
| 3500 | | | | | | | |
| 3750 | | | | | | | |
| 4000 | | | | | | | |
| 4250>= | | | | | | | |
| Subtotals | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Total Option 3-YR 1

SAMPLE

**Price Proposal – Attachment E
Price Proposal
Vanpool Program Monthly Lease Rates**

Pricing - Option 3 -Year 2

| <i>Maximum Monthly Mileage</i> | TOTAL OPERATING COSTS | | | | | | |
|--|--------------------------------|----------------------------------|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|-------------|
| | <i>7-Passenger Minivan</i> | <i>7-Passenger Crossover</i> | <i>8-Passenger Luxury Van</i> | <i>10-Passenger Luxury Van</i> | <i>12-Passenger Luxury Van</i> | <i>14-Passenger Luxury Van</i> | |
| <=750 | | | | | | | |
| 1000 | | | | | | | |
| 1250 | | | | | | | |
| 1500 | | | | | | | |
| 1750 | | | | | | | |
| 2000 | | | | | | | |
| 2250 | | | | | | | |
| 2500 | | | | | | | |
| 2750 | | | | | | | |
| 3000 | | | | | | | |
| 3250 | | | | | | | |
| 3500 | | | | | | | |
| 3750 | | | | | | | |
| 4000 | | | | | | | |
| 4250>= | | | | | | | |
| <i>Subtotals</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Total Option 3-YR 2

0.00

**Grand Total
All Years**

SAMPLE

ATTACHMENT F

Federally Required Clauses - FHWA

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.

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

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

16. CHARTER SERVICE [49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604]

- A. Contractor agrees to comply with 49 U.S.C. § 5323(d), (g), and (r) and 49 CFR Part 604, which prohibit Contractor from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
 2. Federal Transit Administration Regulations, "Charter Service," 49 CFR Part 604;
 3. Any other Federal charter service regulations; or

- 4. Federal guidance, except as the Federal Transit Administration determines otherwise in writing.
- B. Contractor agrees that if it engages in a pattern of violations of the Federal Transit Administration's Charter Service regulations, the Federal Transit Administration may require corrective measures or impose remedies on the Contractor.
- C. Contractor shall include these requirements in each subcontract that may involve operating public transit services.

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

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

18. **FEDERAL CHANGES**

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

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

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

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

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

21. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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

23. **PRIVACY ACT**

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent

of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

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

25. **SAFETY**

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

26. **FEDERAL MOTOR CARRIER SAFETY**

- A. Contractor shall comply with the economic and insurance registration requirements of the U.S. Federal Motor Carrier Safety Administration ("FMCSA") and 49 U.S.C. § 31138(e).
- B. Contractor shall comply with the safety requirements of FMCSA.
- C. Contractor shall comply with the driver's license requirements of FMCSA.

27. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION**

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

28. WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

29. NATIONAL TRANSIT DATABASE

If Contractor is a public transportation operator, Contractor shall comply with (i) 49 U.S.C. § 5335(a), which authorizes the National Transit Database (“NTD”); (ii) the NTD reporting system and the Uniform System of Accounts and Records; (iii) Federal Transit Administration regulations, “Uniform System of Accounts and Records and Reporting System,” found at 49 CFR Part 630; (iv) reporting relating to and the condition of its public transportation assets, as provided in Federal Transit Administration regulations, “Transit Asset Management; National Transit Database,” 49 CFR Parts 625 and 630; (v) any other applicable reporting regulations and requirements; and (vi) Federal Transit Administration guidance.

30. FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

31. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

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

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

33. OTHER ENVIRONMENTAL PROTECTIONS

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.
- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to “Protection of Wetlands;” (x) Executive Order Nos. 11988 and 13690 relating to “Floodplain Management;” (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

34. LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

35. INSURANCE REQUIREMENT

Contractor shall comply with flood insurance laws and guidance as follows:

- A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.

- B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
- C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

36. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER PARTICIPANTS:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

37. **CERTIFICATION OF ELIGIBILITY**

- A. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- B. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

ATTACHMENT G

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.

SAMPLE

ATTACHMENT H

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.*).

ATTACHMENT I

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal or Proposals has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Request for Proposals, designed to limit independent Proposals or competition;
3. That the contents of the Proposal or Proposals has not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposal and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer Name: _____

Signature: _____

Printed Name of Signatory: _____

ATTACHMENT J

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, _____ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this Proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this Proposal.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Proposer Name: _____

Signature: _____

Printed Name of Signatory: _____

ATTACHMENT K

LOBBYING CERTIFICATION

(To be submitted with a Proposal or offer exceeding \$100,000)

The Proposer certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by A Government wide Guidance for New Restrictions on Lobbying, @ 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C § 3801, ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Proposer's Authorized Official _____

Name and Title of Proposer's Authorized Official _____

Date _____

(Note: Proposers are required, pursuant to federal law, to include the above language in subcontracts over \$100,000 and to obtain this lobbying certificate from each subcontractor being paid \$100,000 or more under this contract.)

SAMPLE

ATTACHMENT L

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

The Proposer must certify either (A) or (B): (Circle one)

(A) Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Proposer's Name: _____

Signatory's Name: _____

Title: _____

OR

(B) Certificate for Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Proposer's Name: _____

Signatory's Name: _____

Title: _____

ATTACHMENT M

**CERTIFICATION OF COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT**

_____ certifies that all vehicles manufactured and used in vanpool service shall be in full compliance with requirements of the Americans with Disabilities Act, 49 C.F.R. Part 38.

Proposer Name _____

Authorized Representative _____

Title _____

Date _____

Signature _____

SAMPLE

ATTACHMENT N
REFERENCES

List agencies in the United States to which the Proposer has completed delivery of similar product or service.

| Agency Name | Location | Contact Person | Telephone No. | Number and Type of Units | Delivery Date |
|-------------|----------|----------------|---------------|--------------------------|---------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

COMMENTS: _____

ATTACHMENT O
LIST OF SUBCONTRACTORS

| | Name of Subcontractor | Nevada Contractors License Number | Type of Work/Equipment | DBE Yes/No |
|----|------------------------------|--|-------------------------------|-------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
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REGIONAL TRANSPORTATION COMMISSION


Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.12

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Change Order No. 05 for the Virginia Street Bus RAPID Transit Extension Project (Plumb to Liberty & Maple to 15th)

RECOMMENDATION

Approve Change Order (CO) No. 05 for additional work items that provide better tie-in of the project to side streets directly adjacent to the project. This includes removal and replacement of associated improvements as listed:

Additional sidewalk on Walts Lane
Additional sidewalk, curb, and gutter on Arroyo Street
Additional curb and gutter at Mt. Rose Street
Additional pavement on Caliente Street

This change increases total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th Street, by \$129,634, for a new total contract amount of \$48,005,353; authorize the RTC Interim Executive Director to execute CO No. 05.

SUMMARY

During design of the Virginia Street BRT Extension Project, the project limits were determined based on the identified scope of the project and the condition of the roadway and sidewalks at the time of design. Subsequent to that time, the condition of those existing improvements have deteriorated such that tie-in of new improvements to existing would not be possible at the planned location or stopping improvements at the planned location would result in isolated areas of poor condition concrete or asphalt that are difficult to address in future projects.

These changes result in no change to the performance period and ultimate completion schedule for this contract.

RTC Board: Bob Lucey (Chairman) • Neoma Jardon (Vice Chair) • Vaughn Hartung • Oscar Delgado • Ron Smith
PO Box 30002, Reno, NV 89520 • 1105 Terminal Way, Reno, NV 89502 • 775-348-0400 • rtcwashoe.com

These changes are further detailed in the attachment. Following Board approval of this change order, RTC will execute the change order with Sierra Nevada Construction.

FISCAL IMPACT

CO No. 05 results in an increase of \$129,634 to the Sierra Nevada Construction contract. The revised total Sierra Nevada Construction contract amount approved with this change order is \$48,005,353.

PREVIOUS ACTIONS BY BOARD

- | | |
|-------------------|---|
| November 15, 2019 | Approve Change Order No. 01, 02, 03, and 04 to the SNC construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project |
| October 24, 2019 | Approve Interlocal Cooperative Agreement with the City of Reno for additional utility conduits on Virginia Street during construction of the South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project |
| August 16, 2019 | Approve Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project |
| May 20, 2019 | Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project |
| May 20, 2019 | Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project. |
| March 15, 2019 | Approved Interlocal Corporate Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown. |
| July 20, 2018 | Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and |

execution of five utility relocation and reimbursement agreements into the agreement for early construction work.

- June 15, 2018 Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

Project No. 211003
 Change Order Requested By:
Jeff Wilbrecht
CONTRACT CHANGE ORDER (C.O.) NO. 05

 Sheet 1 of 1
 Date 11/22/2019

 To Sierra Nevada Construction (SNC), Contractor for the Virginia St. Bus Rapid Transit Extension, Ph. 2 Project. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Unless noted otherwise, incorporated herein are description and costs associated with Changes in the Work directed by the RTC in accordance with the Agreement for Construction with Sierra Nevada Construction Inc. (SNC) for Phase 2 of the Virginia St. Bus RAPID Transit Extension Project approved by the RTC Board of Commissioners on May 20, 2019 and signed by the RTC Executive Director on June 3, 2019. The additional costs or cost reductions for the items of work below are per the attached Potential Change Orders. The net change order amount includes all labor, equipment, and materials necessary to complete the work in accordance with the plans, specifications, and permits.

No contract days will be added to the contract duration as a result of this change.

5.001 Additional Work on Walts Lane

This change is for additional sidewalk and sidewalk cross drains at Walts Lane. The net added cost of this item is \$6,654.44.

5.002 W. Arroyo Street Concrete

This change is for additional concrete curb and gutter, sidewalk, and commercial driveway on W. Arroyo Street. The net added cost of this item is \$28,510.20.

5.003 Additional Work on Mt. Rose Street

This change is for additional concrete curb and gutter replacement on Mt. Rose Street. The net added cost of this item is \$8,291.97.

5.004 Additional Work on Caliente Street

This change is for additional roadway reconstruction on Caliente Street. The net added cost of this item is \$86,177.26.

| | | |
|--|--|-----|
| Original Contract Amount: \$47,222,952.28 | Contract time prior to this C.O.: | 121 |
| Previously Approved C.O. Amounts: \$652,767.01 | Net increase resulting from this C.O.: | 0 |
| Net Increase from this C.O.: \$129,633.87 | New Contract Time with this C.O.: | 121 |
| Total Revised Contract Amount: \$48,005,353.16 | | |
| Total Percent Change all C.O.'s: 1.66 % | | |

| | |
|--|-----|
| Contract time prior to this C.O.: | 121 |
| Net increase resulting from this C.O.: | 0 |
| New Contract Time with this C.O.: | 121 |

Contractor Acceptance:

Accepted Date: _____

By (Print Name): _____

Signature: _____

RTC Approval:

Recommended by (RTC Project Manager):

_____ Date: _____

Department Director:

_____ Date: _____

Chief Finance Officer:

_____ Date: _____

Executive Director:

_____ Date: _____

NOTE: This Change Order is not effective until approved by Executive Director, RTC.

 RTC FINANCE APPROVAL, AVAILABILITY OF FUNDS
 Date: _____
 Finance Manager: _____

 RTC CONTRACT COMPLIANCE OFFICER APPROVAL
 Date: _____
 Compliance Manager: _____



Member of the SNC-Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

November 21, 2019

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 5.001 Additional work at Walts Lane

Dear Mr. Wilbrecht:

Please find the enclosed cost proposal for additional sidewalk and sidewalk cross drains at Walts Lane.

Additional work at Walts Lane \$6,654.44

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,


George Jordy, P.E.
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost proposal for additional sidewalk and sidewalk cross drains at Walts Lane.



SIERRA NEVADA CONSTRUCTION, INC.

November 19, 2019

Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Mail PO Box 50760
Sparks, NV 89435-0760

Yard 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV lic 25565 CA lic 593393

Project: Virginia St. RAPID Extension Phase 2
Subject: **Potential Change 016 – Additional Work on Walts Lane**

Attn: Jeff Wilbrecht

Per the request of Atkins and the RTC, Sierra Nevada Construction is pleased to provide a proposal for additional work on Waltz Lane at St SV 21+30. The proposal is for the replacement of sidewalk at the Southwest Corner of Walts Ln. and Virginia St. and the addition of 2 sidewalk cross drains 20 LF total. Bid item prices have been used on these improvements. Please see below:

| Bid Item | Bid Item Description | Quantity | Unit | Unit Price | Extended Price |
|----------|------------------------------|----------|------|------------|----------------|
| S6 | Remove PCC | 50 | SF | \$3.89 | \$194.50 |
| S62 | Place PCC Sidewalk | 50 | SF | \$12.55 | \$627.50 |
| S23 | Remove Utility Box | 1 | EA | \$316.18 | \$316.18 |
| S45 | Water Meter Box Adjust | 1 | EA | \$853.88 | \$853.88 |
| S32 | Install Sidewalk Cross Drain | 20 | LF | \$213.40 | \$4,268.00 |
| | | | | Sub Total | \$6,260.06 |
| | | | | CMAR FEE | \$394.38 |
| | | | | Total | \$6,654.44 |

Pricing assumes curb and gutter will remain in place

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman
Project Manager
Sierra Nevada Construction, Inc.



Member of the SNC-Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

November 21, 2019

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 5.002 W. Arroyo Street Concrete

Dear Mr. Wilbrecht:

Please find the enclosed cost proposal for additional concrete curb and gutter, sidewalk, and driveway on W. Arroyo Street.

Additional concrete W. Arroyo Street.....\$28,510.20

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,

George Jordy, P.E.
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost proposal for additional concrete on W. Arroyo Street.



SIERRA NEVADA CONSTRUCTION, INC.

September 11, 2019

Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Mail PO Box 50760
Sparks, NV 89435-0760

Yard 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV Jc 25565 CA Jc 593393

Project: Virginia St. RAPID Extension Phase 2
Subject: **PCO 009 – Arroyo Concrete Modifications**

Attn: Jeff Wilbrecht

On July 31st SNC was given direction to add additional PCC SW, C&G, and Driveway on Arroyo St. The pricing for these items is broken out below. Per discussions with RTC and Atkins, SNC is not providing a price for milling and patching the roadway in front of Fusion Hair Salon as it will not be required. The permanent patch item below includes only the cost for the patching in front of the driveway/curb and gutter.

| Bid Item | Bid Item Description | Quantity | Unit | Unit Price | Extended Price |
|----------|-------------------------------------|----------|------|------------|----------------|
| S6 | Remove PCC | 737 | SF | \$3.89 | \$2,866.93 |
| S107 | Place PCC Curb and Gutter Type 1 | 151 | LF | \$38.33 | \$5,787.83 |
| S62 | Place PCC Sidewalk | 215 | SF | \$12.55 | \$2,698.25 |
| S115 | Place PCC Commercial Driveway | 135 | SF | \$16.58 | \$2,238.30 |
| S95 | Construct Driveway Transition | 85 | SF | \$14.32 | \$1,217.20 |
| S94 | Permanent Bituminous Pavement Patch | 400 | SF | \$30.03 | \$12,012.00 |
| | | | | Sub Total | \$26,820.51 |
| | | | | CMAR FEE | \$1,689.69 |
| | | | | Total | \$28,510.20 |

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman
Project Manager
Sierra Nevada Construction, Inc.



Member of the SNC-Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

November 21, 2019

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 5.003 Additional work on Mt. Rose Street

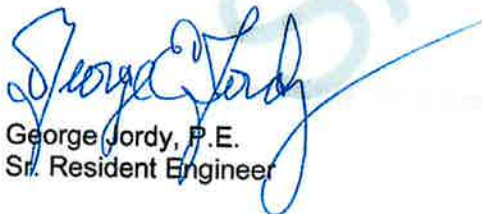
Dear Mr. Wilbrecht:

Please find the enclosed cost proposal for additional curb and gutter replacement on Mt. Rose Street.

Additional work on Mt. Rose.....\$8,291.97

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,



George Jordy, P.E.
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost proposal for additional curb and gutter replacement on Mt. Rose Street.



SIERRA NEVADA CONSTRUCTION, INC

November 19, 2019

Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Mail PO Box 50760
Sparks, NV 89435-0760

Yard 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV lic 25565 CA lic 593393

Project: Virginia St. RAPID Extension Phase 2
Subject: **Potential Change 015 – Additional Work on Mt. Rose Street**

Attn: Jeff Wilbrecht

Per the request of Atkins and the RTC, Sierra Nevada Construction is pleased to provide a proposal on additional work on Mt. Rose Street at St 14+54 to 15+20. The proposal is for the replacement of 66 LF of curb and gutter. Bid item prices have been used on these improvements. Please see below:

| Bid Item | Bid Item Description | Quantity | Unit | Unit Price | Extended Price |
|----------|----------------------------------|----------|------|------------|----------------|
| S6 | Remove PCC | 132 | SF | \$3.89 | \$513.48 |
| S4 | Remove Asphalt Pavement | 132 | SF | \$3.79 | \$500.28 |
| S107 | Place PCC Curb and Gutter Type 1 | 66 | LF | \$38.33 | \$2,529.78 |
| S94 | Permanent Pavement Patch | 132 | SF | \$30.03 | \$3,963.96 |
| S135 | Install Red Curb Paint | 66 | LF | \$4.44 | \$293.04 |
| | | | | Sub Total | \$7,800.54 |
| | | | | CMAR FEE | \$491.43 |
| | | | | Total | \$8,291.97 |

Pricing assumes 2' patch in front of curb and gutter and no other permanent paving will be required by COR

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman
Project Manager
Sierra Nevada Construction, Inc.

ATKINS

Member of the SNC-Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

November 21, 2019

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 5.004 Additional work on Caliente Street


Dear Mr. Wilbrecht:

Please find the enclosed cost proposal for additional roadway reconstruction on Caliente Street.

Additional work on Caliente Street.....\$86,177.26

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,



George Jordy, P.E.
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost proposal for roadway reconstruction on Caliente Street.



SIERRA NEVADA CONSTRUCTION, INC.

November 19, 2019

Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Mail PO Box 50760
Sparks, NV 89435-0760

Yrd 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV lic 25565 CA lic 593393

Project: Virginia St. RAPID Extension Phase 2
Subject: **Potential Change 014 – Additional Work on Caliente Street**

Attn: Jeff Wilbrecht

Per direction of Atkins and RTC additional quantities were added to Caliente Street. Bid item prices have been used on these improvements. Please see below:

| Bid Item | Bid Item Description | Quantity | Unit | Unit Price | Extended Price |
|----------|----------------------------------|----------|------|------------|----------------|
| S6 | Remove PCC | 542 | SF | \$3.89 | \$2,108.38 |
| S8 | Remove Composite Surface | 118 | SF | \$5.31 | \$626.58 |
| S4 | Remove Asphalt Pavement | 5200 | SF | \$3.79 | \$19,708.00 |
| S107 | Place PCC Curb and Gutter Type 1 | 253 | LF | \$38.33 | \$9,697.49 |
| S116 | Place Residential Driveway | 56 | SF | \$15.16 | \$848.96 |
| S101 | Place 8" Aggregate Base Course | 5200 | SF | \$3.48 | \$18,096.00 |
| S90 | Place 5" 64-28NV HMA | 5200 | SF | \$5.01 | \$26,052.00 |
| S89 | Surface Restoration | 126.5 | SF | \$29.25 | \$3,700.13 |
| S145 | Straight Arrow Thermo | 1 | EA | \$232.32 | \$232.32 |
| | | | | Sub Total | \$81,069.86 |
| | | | | CMAR FEE | \$5,107.40 |
| | | | | Total | \$86,177.26 |

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman
Project Manager
Sierra Nevada Construction, Inc.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.13

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Change Order No. 06 for the Virginia Street Bus RAPID Transit Extension Project (Plumb to Liberty & Maple to 15th)

RECOMMENDATION

Approve Change Order (CO) No. 06, for revisions to the project design after execution of guaranteed maximum price (GMP) construction manager at risk (CMAR) contract.

This change increases total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th, by \$117,596, for a new total contract amount of \$48,122,950; authorize the RTC Interim Executive Director to execute CO No. 06.

SUMMARY

Once GMP plans were complete in March 2019, they were used for negotiation of the CMAR construction price. However, additional clarification to the projects' plans and specifications occurred up until the start of construction on June 17, 2019. The result of this clarification provided benefit to the project by being able to continue to refine and improve the design. These changes also document changes to the specifications agreed to during CMAR negotiation. Major refined elements associated with this change include clarifications to several project items, adjustments to the project improvements identified during the continued right of way acquisition process, changes to the configuration to south Tahoe Street requested by the City of Reno, adjustments to pavement markings, and addition of conduit for lighting street trees.

These changes require no change to the performance period and ultimate completion schedule for this contract.

Remaining revisions to the project design after execution of GMP CMAR contract include changes to irrigation and landscaping have not been included in this change order. These changes are under review and will be brought to the RTC Board once staff has completed the review.

These changes are further detailed in the attachment. Following Board approval of this change order, RTC will execute the change order with Sierra Nevada Construction.

FISCAL IMPACT

CO No. 06 results in an increase of \$117,596 to the Sierra Nevada Construction contract. The revised total Sierra Nevada Construction contract amount approved with this change order is \$48,122,950.

PREVIOUS ACTIONS BY BOARD

- | | |
|-------------------|---|
| November 15, 2019 | Approve Change Order No. 01, 02, 03, and 04 to the SNC construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project |
| October 24, 2019 | Approve Interlocal Cooperative Agreement with the City of Reno for additional utility conduits on Virginia Street during construction of the South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project |
| August 16, 2019 | Approve Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project |
| May 20, 2019 | Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project |
| May 20, 2019 | Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project. |
| March 15, 2019 | Approved Interlocal Corporate Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown. |
| July 20, 2018 | Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work. |

- June 15, 2018 Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment



Project No. 211003 **CONTRACT CHANGE ORDER (C.O.) NO. 06** Sheet 1 of 1
Change Order Requested By: Jeff Wilbrecht Date 11/22/2019

To Sierra Nevada Construction (SNC), Contractor for the Virginia St. Bus Rapid Transit Extension, Ph. 2 Project. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Unless noted otherwise, incorporated herein are description and costs associated with Changes in the Work directed by the RTC in accordance with the Agreement for Construction with Sierra Nevada Construction Inc. (SNC) for Phase 2 of the Virginia St. Bus RAPID Transit Extension Project approved by the RTC Board of Commissioners on May 20, 2019 and signed by the RTC Executive Director on June 3, 2019. The additional costs or cost reductions for the items of work below are per the attached Potential Change Order(s). The net change order amount includes all labor, equipment, and materials necessary to complete the work in accordance with the plans, specifications, and permits.

No contract days will be added to the contract duration as a result of this change.

6.001 GMP to IFC Design Changes

This change is for design modifications to the plans and specifications which occurred between the guaranteed maximum price (GMP) and issued for construction (IFC) documents. The net added cost of this item is \$117,596.49.

RTC FINANCE APPROVAL, AVAILABILITY OF FUNDS
Date: _____
Finance Manager: _____

RTC CONTRACT COMPLIANCE OFFICER APPROVAL
Date: _____
Compliance Manager: _____

Original Contract Amount: \$ 47,222,952.28
Previously Approved C.O. Amounts: \$ 782,400.88
Net Increase from this C.O.: \$ 117,596.49
Total Revised Contract Amount: \$ 48,122,949.65
Total Percent Change all C.O.'s: 1.91 %

Contract time prior to this C.O.: 121
Net increase resulting from this C.O.: 0
New Contract Time with this C.O.: 121

Contractor Acceptance:

Accepted Date: _____

By (Print Name): _____

Signature: _____

NOTE: This Change Order is not effective until approved by Executive Director, RTC.

RTC Approval:

Recommended by (RTC Project Manager):

Date: _____

Department Director:

Date: _____

Chief Finance Officer:

Date: _____

Executive Director:

Date: _____



Member of the SNC-Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

November 22, 2019

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 6.001 GMP to IFC Design Changes

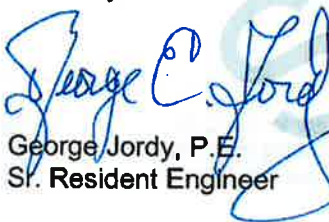
Dear Mr. Wilbrecht:

Please find the enclosed cost proposal for GMP to IFC changes in design.

GMP to IFC Design Changes.....\$117,596.49

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,



George Jordy, P.E.
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost proposal for changes in design from GMP to the IFC.

Virginia St. RAPID Extension Project

Description: This change order incorporates all changes associated with GMP to IFC plans dated 5/31/19. Sent via email to SNC c gives a breakout of the changes.

Project Info

| | |
|-------------------------|----------|
| Owner | RTC |
| Date of Change | 7/9/2019 |
| RTC Project Number | 2111003 |
| Contract Days Requested | |

| Reference # | Bid Item | Bid Item Description | Description |
|-------------|-----------|---|--|
| 1 | S59A | Install 4" Split Steel Conduit | Steel Change |
| 2 | S59B | Install 6" Split Steel Conduit | Steel Change |
| 3 | S20 | SD Manhole - Remove | Decreased Qu |
| 4 | NEW | Remove Light Pole | Remove and I |
| 5 | S6 | Remove PCC | Add 226 SF |
| 6 | S4 | Remove Asphalt Pavement | Add 80 SF |
| 7 | S7 | Remove Tree | Add 1 EA |
| 8 | S13A NEW | Remove and Reset Bike Rack | Added new bi |
| 9 | S10 | Remove Miscellaneous Items | Deleted 2 EA |
| 10 | S8 | Remove Composite Surface | Add 263 SF |
| 11 | S4 | Remove Asphalt Pavement | Add 118 SF |
| 12 | S6 | Remove PCC | Add 184 SF |
| 13 | S107 | Place Type 1 Curb and Gutter | Delete 44 SF |
| 14 | S89 | Surface Restoration | Add 34 SF |
| 15 | S109 | Place Type 2 Median | Add 86 LF |
| 16 | S106 | Place Valley Gutter | Add 295 SF |
| 17 | S95 | Construct DW Transition | Add 163 SF |
| 18 | S116 | Residential Driveway | Add 72 SF |
| 19 | S62 | Place PCC Sidewalk | Add 115 SF |
| 20 | S112 | Place PCC Transition Curb and Gutter | Add 9 LF |
| 21 | S108 | Place PCC Curb & Gutter - Type 8 | Add 63 LF |
| 22 | S107 | Place Type 1 Curb and Gutter | Decrease 72 I |
| 23 | S115 | Place Commercial Driveway | Add 299 SF |
| ** 24 | S110A New | Place PCC Median Curb - Type 3 Non-Glue D | Plumb to Mt. I cannot be glu delta of cost c |
| 25 | S117 | Place PCC Island Paving | Add 712 SF |
| 26 | S137 | Install Curb Paint - Yellow | Add 585 LF |
| *** 27 | S76A NEW | Place 2-in sch 40 PVC | Add 9900 LF |
| *** 28 | S75A NEW | Place 1-in sch 40 PVC | Add conduit to |
| 34 | N3 | Remove PCC | Add 565 SF |
| 35 | N100 | Place Commercial Driveway | Add 376 SF |
| 36 | N100A New | Construct DW Transition | Add 189 SF |
| 37 | N18 | SD Pipe - Remove | Decrease 75 |
| 38 | N3 | Remove PCC | Decrease 24f |
| 39 | N10 | Remove Composite Surface | Decrease 70 |
| 40 | N78 | Surface Restoration | Decrease 70 |
| 41 | N56 | Place Sidewalk | Decrease 20f |
| 42 | N24 | SD Pipe - Install 24" RCP | Add 4 LF |
| 43 | N78 | Surface Restoration | Add 982 SF |

**All median curb was bid as glue down per RTC request (please see attached documentation)

***See Subcontractor pricing



REGIONAL TRANSPORTATION COMMISSION

Public Transportation • Streets and Highways • Planning

December 20, 2019

AGENDA ITEM 3.14

TO: Regional Transportation Commission

FROM: R. Warren Call, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Sky Vista Parkway Widening and Rehabilitation Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Atkins Engineering, SNA-Lavalin to provide design services and optional engineering during construction for the Sky Vista Parkway Widening and Rehabilitation project in an amount not to exceed \$1,709,038; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Atkins Engineering, SNA-Lavalin is for professional design services for the Sky Vista Parkway Widening and Rehabilitation Project in the amount of \$937,052, and optional engineering during construction services (EDC) in the amount of \$771,986. The Project includes rehabilitation/reconstruction of Sky Vista Parkway from Lemmon Drive to Silver Lake Drive.

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

FISCAL IMPACT

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

PREVIOUS ACTIONS BY BOARD

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

January 18, 2019 Approved the FY 2020 Program of Projects

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of _____, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Atkins North America, Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT to perform engineering services in connection with the Sky Vista Parkway Rehabilitation Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1. **SCOPE OF SERVICES**

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 – COMPENSATION

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

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

| | |
|---|-----------------|
| Total Services (Tasks 1 to 6) | \$887,052 |
| Design Contingency (Task 7) | \$50,000 |
| Optional Construction Services (Task 8-9) | \$721,986 |
| <u>Construction Contingency (Task 10)</u> | <u>\$50,000</u> |
| Total Not-to-Exceed Amount | \$1,709,038 |

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 Warren Call 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 David Dodson 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: Brian Stewart
Director of Engineering
Warren Call
RTC Project Manager
1105 Terminal Way
Reno, Nevada 89502
(775)848-2697

CONSULTANT: David Dodson, P.E.
Project Director
10509 Professional Circle, Suite 102
Reno, Nevada 89521
(775)789-9820

ARTICLE 14 – DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 – GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

APPROVED AS TO LEGALITY AND FORM

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Amy Cummings, Interim Executive Director

ATKINS NORTH AMERICA, INC.

By:  _____
Roger Philippi, P.E.

SAMPLE

Exhibit A

Scope of Services

SAMPLE

EXHIBIT A-1

SCOPE OF SERVICES

INTRODUCTION

CONSULTANT will provide engineering services for the Sky Vista Parkway Rehabilitation Project.

The project limits include Sky Vista Parkway from and including the Vista Knoll Parkway intersection to and including the Silver Lake Road intersection.

Anticipated improvements include reconstructing and widening the existing two-lane roadway (one lane in each direction) to include four lanes (two lanes in each direction) with a raised median; dedicated left turn lanes; dedicated right turn lanes where necessary; new curb, gutter and sidewalk along both sides of the roadway; bicycle lanes; pedestrian ramps; ITS infrastructure; utility adjustments; grading; and drainage improvements. Existing raised median; transit pullouts; curb, gutter and sidewalk; and multi-use path reconfiguration, removal, and/or replacement will be necessary. The intersections along Sky Vista Parkway including Vista Knoll Parkway, Trading Post Road, Black Bear Drive, and Silver Lake Road will be reconfigured and reconstructed to accommodate the widened roadway section. Multiple existing and future development access locations including the North Valleys Regional Park will also be reconfigured and reconstructed to accommodate the widened roadway section.

The scope of services will generally consist of the following tasks:

1. PROJECT MANAGEMENT

1.1. Team and Project Management

CONSULTANT will provide project management services for the duration of the Sky Vista Parkway Rehabilitation Project including closeout activities; assumed to be thirteen (13) months, January 2020 through January 2021.

Project management includes project setup and administration, including preparation and execution of Subconsultant agreements; monthly budget monitoring and invoicing; monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget); risk management; preparation and monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; project closeout; and general project administration.

CONSULTANT Project Manager will serve as the Regional Transportation Commission (RTC)'s single point of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants.

1.2. Project Coordination

CONSULTANT Project Manager will keep the RTC Project Manager informed of progress with bi-weekly informal briefings via email or phone call. CONSULTANT Project Manager will participate in a project kickoff meeting as well as 50%, 90%, and 100% design review meetings, and up to three coordination meetings with the RTC and City of Reno.

Deliverables – Meeting agendas and minutes; Invoicing and progress reports.

1.3. Project Management Plan (PMP)

CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols; Project Directory, Scope, Schedule, and Budget, File and Information Sharing and Storage Protocols, and the Safety Plan. The PMP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

1.4. Quality Management Plan (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Sky Vista Parkway and Rehabilitation Project. A Quality Manager will be assigned who be responsible for the development and implementation of the plan. The QMP will apply to both prime and Subconsultant team members. An independent quality review will be performed on each design deliverable including the 50%, 90%, 100%, and Final milestone packages.

2. PUBLIC AND AGENCY INVOLVEMENT

2.1. Public Information Meetings

CONSULTANT will prepare applicable exhibits, assist with facilitation, and document two (2) public information meetings. Public Information Meetings will be held once during preliminary design and once again before construction with the property owners adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic control, driveway access, public notification requirements, and any concerns of adjacent properties before the plans and specifications are finalized.

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

Deliverables - Public information meeting exhibits and summaries.

2.2. Stakeholder Meetings

CONSULTANT will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to five (5) one-on-one presentations and/or meetings during this project. CONSULTANT will provide meeting minutes as directed by the RTC.

Deliverables - Community stakeholder meeting exhibits and summaries.

2.3. City of Reno Council Presentation Assistance

CONSULTANT will provide materials to the RTC staff for up to two (2) presentations to the RTC Board and Reno City Council if required.

Deliverables – Meeting materials, PowerPoint presentations.

3. INVESTIGATION OF EXISTING CONDITIONS

3.1. Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing roadway and project site conditions.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements.

3.2. Traffic Data

Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from RTC and/or City of Reno traffic records. Additionally, CONSULTANT will utilize the 2035 RTP traffic volumes for Sky Vista Parkway identified in the North Valleys Multimodal Transportation Study with updated traffic count information for the intersection locations provided by the RTC to determine traffic operations and turn lane storage lengths.

CONSULTANT shall review RTC RIDE bus route schedules, calculate and include ESAL's in the pavement design to ensure proposed structural sections will accommodate a 20-year pavement design life.

CONSULTANT shall review previously completed private developer traffic studies provided by the RTC for applicability to this project and utilize the information within to the extent practicable.

Minor stop-controlled side street intersections will not be evaluated. Signal timing will not be evaluated. No separate traffic study will be performed. Traffic analysis will be performed to support roadway design development, but no standalone Traffic Report will be produced.

3.3. Geotechnical Investigation

In addition to the widening of Sky Vista Parkway to four lanes, it is assumed the existing two-lane roadway will be reconstructed. CONSULTANT will perform geotechnical investigations and associated laboratory testing to develop geotechnical design recommendations.

3.3.1. Research

CONSULTANT will research existing geotechnical studies and reports, perform field exploration, and complete field and laboratory testing and engineering analyses to allow formulation of geotechnical recommendations for design and construction. Research will also include review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards near the project location.

3.3.2. Field Exploration

Prior to start of the geotechnical investigation, CONSULTANT shall perform Subsection Identification and Core Location Selection. Information from the condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC.

CONSULTANT will obtain an encroachment permit from the City of Reno for field exploration activities. A third-party traffic control service will be hired for onsite traffic control and preparation of traffic control plans. Underground Service Alert (USA) will be contacted to clear all utilities in the location of the proposed boreholes. If significant utility conflicts exist based on USA markings and borehole locations cannot be adjusted, CONSULTANT will notify the RTC, and with the RTC Project Manager's concurrence, request approval to pothole a sufficient number of locations to obtain more detailed information, as part of Task 7, Design Contingency. If pothole information is not needed or concurrence by the RTC Project Manager is not obtained, CONSULATANT will take every precaution to lower the risk of damaging underground structures; however, if insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the RTC.

It is anticipated that exploration will be completed by 14 exploratory borings to depths of 5 to 10 feet below the existing grade surface. It is anticipated that exploration will require 3 days to complete. Borings will be backfilled with cement grout per City of Reno requirements.

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

Percolation testing will also be completed at 3 locations along the roadway alignment in the road shoulders at depths of 4 to 5 feet. The soil profile will be determined to 10 feet at these locations.

3.3.3. Laboratory Testing

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

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

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

3.3.4. Structural Testing Design

Structural section design recommendations will be based on AASHTO methodology and the current RTC Flexible Pavement Design Manual. Design recommendations will also follow City of Reno structural section recommendations based on the roadway classification.

Traffic projections will be provided by the RTC as discussed in Section 3.2. These traffic projections will be utilized to determine growth factors and ESAL counts. The average ESAL factors for the roadway functional classification will be based on the latest NDOT Annual Traffic Report.

3.3.5. Geotechnical Investigation Report

Upon completion of the field, laboratory testing, and analysis phases of the investigation, the findings and recommendations will be summarized in a draft report for submittal to the RTC and the City of Reno including the following:

- Description of the project site with the approximate locations of the explorations presented on a site plan

- Descriptive logs of the explorations performed for this study
- Summary of existing structural section thicknesses
- General summary of subgrade soil description
- Subgrade soil moisture and ground water conditions
- Laboratory test results
- Subgrade soil design resilient modulus
- Soil percolation rates for infiltration design
- ESAL count determination
- Structural section alternative design recommendations
- Construction recommendations including:
 - Site preparation and grading recommendations
 - Subgrade soil stabilization alternatives
 - Structural section construction recommendations
 - Anticipated construction difficulties

A final report will be issued addressing the comments; only one round of review and comments is scoped. After addressing any comments, a final Geotechnical Investigation Report will be completed.

Deliverables – Geotechnical Investigation Report.

3.4. Subsurface Utilities

Utilities within the project area will be located and assessed for possible conflict with the proposed project.

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

Based on field investigation, CONSULTANT will provide the RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. CONSULTANT will issue the initial notification to the utility agencies on the list and coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

Monthly utility coordination meetings will not be held with the RTC and affected utility companies.

CONSULTANT will coordinate any utility relocations necessary to accommodate the project with the utility companies. The design and technical specifications required to

relocate impacted facilities will be provided by others. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the contract documents if provided by the affected utility agency in a timely manner that meets the CONSULTANT design schedule. CONSULTANT will assist the RTC in preparation of applications necessary for submission to utility companies for facility relocations, as required.

No upgrading or expanding of facilities shall be included.

CONSULTANT will distribute design review submittals to utility agencies for review and comment and provide the RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Task 4, Preliminary Design, and Task 5, Final Design. An inventory of subsurface utility surface features by owner, type, location, and depth of feature or pipe invert.

3.5. Utility Potholing

Should insufficient information be available from existing records to determine if conflicts between the proposed work and existing utilities will occur, CONSULTANT shall request approval from the RTC to pothole a sufficient number of locations to make such a determination. CONSULTANT will hire a potholing subconsultant to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated up to a total of 20 potholes will be conducted to locate facilities within the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Task 4, Preliminary Design, and Task 5, Final Design.

3.6. Topographic Survey

Topographic mapping and Boundary will be determined to meet design needs.

CONSULTANT will conduct field surveys and provide photogrammetric mapping and office support to produce topographic design surveys within the project area. The survey information will be provided for the full right-of-way width and/or limits of proposed construction. The existing ground topography shall extend 500-feet to 1,000-feet past the intersections with Vista Knoll Parkway and the Silver Lake Road as necessary.

All key existing features of the project site will include, but will not be limited to: centerline elevations; existing stripping; edge of pavement; curb, gutter, and sidewalks; ADA ramps; multi-use paths; retaining walls; ditch features; hinge points; location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes; culverts; location, invert and rim elevations for all water and gas valves,

boxes and vaults; location, invert and rim elevations of storm drain inlets and catch basins; utility poles and anchors; fences; signs; existing survey monuments; location of underground utility carsonite markers (if any); and any other key existing features. Field survey will include up to 25 right of way centerline monuments, boundary corners, section corners, and applicable public land survey monuments within the project limits.

CONSULTANT will perform an aerial planimetric survey. CONSULTANT will provide aerial imagery and topography for 200-feet beyond centerline on each side of the roadway from and including 500-feet to 1,000-feet beyond the Vista Knoll Parkway and the Silver Lake Road intersections.

CONSULTANT will perform minor supplemental field survey as necessary as design progresses.

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City or County, benchmarks.

Deliverables – Color aerial imagery ortho photos compatible with both MicroStation and AutoCAD; MicroStation V8i .dgn file with topographic linework, InRoads existing ground .dtm including 3D breaklines; label callouts for rim and pipe inverts of storm drains, sewer systems, and other utilities; one (1)-foot existing ground contour intervals at a scale of 1" = 20' for 200-feet beyond the existing centerline and 500-feet to 1,000-feet beyond each of the project limit intersection returns.

3.7. Right-of-Way Mapping

CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the project limits, as well as obtain copies of any recorded maps that identify road rights-of-way and boundary lines.

CONSULTANT will prepare right-of-way based on field survey of centerline monuments, section corners, and record maps. Field surveys to adequately locate existing boundary lines is included in Section 3.6.

The right-of-way will be shown on the project plans and used as the basis for Right-of-Way Engineering services included in Section 3.8. Owners names an assessor's parcel numbers will be shown on the base mapping.

Deliverables – Record Right of Way in electronic CADD format.

3.8. Access Management

According to the RTCs 2040 Regional Transportation Plan, Sky Vista Parkway is classified as a "Medium Access Control Arterial." The traffic volumes for Sky Vista Parkway (2035 RTC) exceed the threshold for a minor arterial roadway and qualify for

a major arterial roadway, therefore requiring the use of a raised median island. Access Management will be evaluated with the proposed design of a raised median island utilizing the RTCs Access Standards as outlined in the 2040 Regional Transportation Plan and the City of Reno Public Works Design Manual.

3.9. Safety Assessment

CONSULTANT will review the August 2010 to August 2015 crash data provided in the 2017 North Valleys Multimodal Transportation Study and will also obtain updated crash data from NDOT for August 2015-August 2018. CONSULTANT will identify existing hot spots and/or trends for special consideration. Characterization of the crash types and trends will be used to identify potential countermeasures that could be incorporated in the project design. Site specific crash analysis and diagramming is not included as a high-level, predictive type evaluation is intended.

3.10. Data Collection

CONSULTANT will obtain as-built data (.pdf and electronic CADD files) for the Sky Vista Parkway project limits from the RTC and/or the City of Reno if available.

4. PRELIMINARY DESIGN

4.1. Design Criteria

CONSULTANT will develop design criteria for the project and will establish guidance based on:

- Standard Specifications for Public Works Construction, (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2018
- Manual on Uniform Traffic Control Device, 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- City of Reno Public Works Design Manual, 2009
- City of Reno Construction Standard Details, 2018
- Truckee Meadows Regional Drainage Manual, 4/30/2009 version

If structural design is needed beyond what is included in the Orange Book, The NDOT Structures Manual, 2008 and subsequent revisions, shall be used.

CONSULTANT will prepare draft-design criteria with a summarized listing of the governing standards and references, for review by the RTC and City of Reno for review and approval. CONSULTANT will review existing geometry for consistency with the agreed upon standards.

Should the RTC or City of Reno direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

Deliverables – Draft and Final Design Criteria memorandums.

4.2. Alternative Development

CONSULTANT will prepare and submit for review a proposed alternative for a widened four-lane typical section utilizing the City of Reno's four (4) lane section for a major arterial roadway recommended in the City of Reno Public Works Design Manual, including development of up to two (2) conceptual alternatives for the proposed Silver Lake Road intersection. Considerations will build upon elements within the previous North Valleys Multimodal Corridor Study if applicable and will consider LOS, the existing right of way width, number of lanes entering and exiting the intersections, turning movements and storage lengths, other access locations in proximity, typical lane widths, bicycle lanes, sidewalks, pedestrian ramps, bus and other large traffic turning movements and the physical constraints of the project area.

CONSULTANT will identify the R/W needed, (if any) and prepare conceptual construction cost estimates for the proposed intersection alternatives.

Deliverables – Alternative Exhibits and planning level estimates.

4.3. Drainage Analysis

CONSULTANT will prepare a drainage analysis to determine the impacts associated with the changes to or addition of curb and gutter, sidewalk, and raised median for Sky Vista Parkway. Drainage will be reviewed, and recommendations made to improve any drainage deficiencies. The Drainage Analysis will require on-site and off-site components and will be performed in accordance with the April 30, 2009 version of the Truckee Meadows Regional Drainage Manual (TMRDM). Sky Vista Parkway will be considered an Arterial for calculation of the on-site minor and major storm events in the TMRDM as well as dry width criteria. The Rational Formula will be used to calculate on-site runoff for the 5-year and 100-year, minor and major storm events respectively. HEC-22 methodology will be used to evaluate drainage inlet interception, bypass, flow depth, and flow spread. Any areas of design exception will be summarized and discussed within the drainage report.

This section of Sky Vista Parkway falls within the Swan Lake watershed and therefore will require storage of impervious area runoff volumes in accordance with Section 709 of the TMRDM to achieve no-adverse-impact (NAI) to Swan Lake. On-site volumetric analysis will be based on the 100-year, 10-day storm event, while off-site routing of peak flows will be based on the 100-year, 24-hour storm event. Volumetric analysis and mitigation are assumed to be limited to added impervious areas (e.g. added roadway width, sidewalk, curb and gutter, etc.). Sky Vista Parkway is within a FEMA

Zone X and therefore no submittals to FEMA are included in this scope of work.

A Draft Technical Drainage Report will be prepared to summarize the results of the on-site and off-site analysis performed for the 50% design. The report will summarize the criteria and guidelines used in the analyses, the anticipated performance of the drainage facilities within the project design, conformance with criteria, and any noted design criteria exception areas.

Deliverables – Draft Technical Drainage Report (50%), Final Technical Drainage Report (90%), Drainage Report Addendum (100%, if needed).

4.4. Environmental Analysis

It is assumed no environmental analysis, including sound studies, and/or environmental permits will be required.

4.5. Lighting and Electrical Design

Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, irrigation control power, miscellaneous electrical connections (if any), electrical service points for lighting and signalized intersections, and coordination with NV Energy for any electrical utility relocations and any new service requirements. CONSULTANT will provide electrical load and voltage drop calculations.

Lighting design, if any, for the 50% submittal will be conceptual only. No detailed analysis will be completed at the 50% design for lighting. Proposed street lighting will include intersection locations only.

ITS design will not be included.

4.6. Right-of-Way Engineering Services

It is estimated up to twenty (20) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 20 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. CONSULTANT will obtain Title Reports and updates as required and will invoice the RTC for these items as reimbursable expenses.

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

Deliverables – Property Boundary for 20 parcels along with exhibit maps and legal descriptions for easements on each parcel.

4.7. 50% Design

Incorporating the results of the alternative development, traffic analysis, and drainage analysis CONSULTANT will prepare preliminary design for widening Sky Vista Parkway to four (4) lanes. Roadway plans will be designed in accordance with design criteria developed in sub-task 4.1. CONSULTANT will prepare a list of the exceptions (if any) identifying station limits, standards, and potential mitigations.

Plan sheets will be drafted electronically at full size 1" = 25' scale, on 22" x 34" size paper, and produced electronically in .pdf format, but printed at only half size 1" = 50' scale, on 11" x 17" sized paper.

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 50% Design submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, and Abbreviations (2)

Typical Section Sheets (2)

- As-constructed and proposed improvement typical sections
- Minimum and maximum roadway widths
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed retaining wall locations (if necessary)
- Removal limits
- Pavement section depths

Survey Control / Right of Way Sheets (9)

- Existing Right of Way limits
- Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement

Removals and Utility Sheets (5)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations
- Sign removals
- Existing ground contours at 1' interval

Roadway Plan and Profile Sheets (9)

- Plan view over profile view stacked window layout
- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves

- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits
- Vertical grade and curve data
- Superelevation Diagrams (if necessary)

Drainage Plan and Profile Sheets (9)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval

Striping Sheets (5)

- Proposed striping detailing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

Approximately 42 Sheets Total.

Exclusions from the 50% Design:

- Specific/Custom Details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading plans will not be prepared
- Drainage Details will not be prepared
- Retaining Wall and/or Sound Wall plans will not be prepared
- Lighting Plans will not be prepared
- Signal, Traffic Signal Interconnect, and ITS plans will not be prepared
- Detailed analysis for electrical will not be completed
- Cross Sections will not be prepared
- No landscape and aesthetic design for new or remediation for project impacts is included

4.8. Cost Estimate, and Technical Specification Outline

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

The RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book. CONSULTANT

will prepare 50% technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

4.9. 50% Design Submittal

CONSULTANT will submit the 50% Design as summarized:

RTC:

- 3 copies 11" x 17" 50% Design plans, Design Exception Summary (if necessary)
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 50% Design plans; Engineer's estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

City of Reno:

- 2 copies 11" x 17" 50% Design plans, Design Exception Summary (if necessary)
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 50% Design plans; Engineer's estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 copy 11" x 17" 50% Design plans
- 1 copy of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

4.10. 50% Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff to discuss the 50% Design. CONSULTANT will consolidate and provide responses to the 50% Design plan review comments with the 90% Design deliverables.

4.11. 90% Design

Incorporating agency comments from the 50% Design review, CONSULTANT will advance the design and prepare 90% Design plans, a corresponding 90% preliminary engineer's estimate, and 90% technical specifications.

The Draft Technical Drainage Report will be updated as the design progresses.

Review comments received from the 50% Design will be incorporated and a Final Technical Drainage Report will be prepared for the 90% Design submittal.

Plan sheets included in the 50% Design submittal will be advanced to the 90% level of detail.

Additional sheets to be included are:

- Geometric Control and Grading plans (6) - Geometric control and grading plan information for median islands, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Signal and Traffic Signal Interconnect plans (6)
- Detailed analysis for lighting and/or electrical (8)
- Other Special Structural Features (2)
- Detail Sheets (10)

Approximately 74 Sheets Total.

Exclusions from the 90% Design:

- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Retaining Wall and/or Sound Wall plans will not be prepared
- ITS plans will not be prepared
- Cross Sections will not be prepared
- No landscape and aesthetic design for new or remediation for project impacts is included

CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff to discuss the 90% Design.

4.12. Constructability, Cost Estimate, and Technical Specification Review

CONSULTANT will provide an independent constructability review of the 90% design plans, an independent review of the 90% cost estimate, an independent review of the technical specifications, and develop a draft construction schedule to determine the number of working or calendar days, as appropriate, for the construction of the project.

4.13. 90% Design Submittal

CONSULTANT will submit the 90% Design as summarized:

RTC:

- 3 copies 11" x 17" 90% Design plans, Design Exception Summary (if necessary)

- 1 copy 90% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 90% Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

City of Reno:

- 2 copies 11" x 17" 90% Design plans, Design Exception Summary (if necessary)
- 1 copy 90% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 90% Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 copy 11" x 17" 90% Design plans
- 1 copy of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

4.14. 90% Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff to discuss the 90% Design. CONSULTANT will consolidate and provide responses to the 90% plan review comments with the 100% Design deliverables.

5.1. 100% Design

Incorporating agency comments from the 90% Design review, CONSULTANT will advance the design and prepare 100% Design plans, engineer's estimate, and technical specifications. CONSULTANT will submit 100% plans, specifications and engineer's estimate to RTC, Washoe City of Reno, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

Additional changes to the drainage report are not anticipated after the 90% design submittal; however, if required, a drainage report addendum will be issued for the 100% design submittal.

5.2. Final Design

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

5.3. Final Design Submittals

CONSULTANT will submit the 100% Design submittal as summarized:

RTC:

- 3 copies 11" x 17" 100% Design plans, Design Exception Summary (if necessary)
- 1 copy 100% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 100% Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

City of Reno:

- 2 copies 11" x 17" 100% Design plans, Design Exception Summary (if necessary)
- 1 copy 90% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 100% Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

Utility Agencies:

- 1 copy 11" x 17" 100% Design plans
- 1 copy of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

For the Final Design submittal CONSULTANT will provide a full sized .pdf and a .pdf of the Technical Specifications to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit a 11" x 17" hard copy of the Final Design plans and 1 hard copy of the Technical Specifications to the RTC and City of Reno.

5.4. Final Engineer's Opinion of Probable Construction Costs and Time

CONSULTANT will 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. CONSULTANT will also provide the final estimate of the number of working or calendar days, as appropriate, for the construction of the project.

6. Bidding Services

CONSULTANT will be available during the bidding process to respond to Requests for Information (RFIs) and will attend the RTC hosted pre-bid meeting. All questions and responses will be documented and provided to the RTC, and prepare and provide any addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the RTC. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

CONSULTANT will attend the bid opening, review the bids received for irregularities, and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a conformed set of specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

Deliverables – Pre-Bid meeting minutes, bid review tabulation, conformed set of design plans and specifications.

7. Design Contingency

This is a contingency for miscellaneous increases within the scope of this contract in performance of services under Task 1 through Task 6. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 1 through Task 6, 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.

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

8.1. Contract Administration (Optional)

CONSULTANT shall provide contract administration services as follows:

- 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

8.2. Construction Surveying (Optional)

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits
- One set of red tops at 50 feet centers for sub grade preparation
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50-foot stations and 25-foot stations at returns
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults
- Roadway monuments, referenced in four directions

8.3. Inspection (Optional)

CONSULTANT will provide one full time inspector during all construction activities. 10-hour work days and a 220 working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public, and others
- Prepare daily inspection reports submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s)
- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor
- record drawing mark-ups

CONSULTANT will provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 100 hours of field inspection and sampling and 100 hours of Nuclear Gauge time are anticipated.

8.4. Materials Testing (Optional)

8.4.1. Materials Testing

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

8.4.2. AC Plant Inspection and Testing

CONSULTANT will provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 12 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

8.4.3. Asphalt Cement Testing

CONSULTANT will provide asphalt cement testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory or testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.

8.4.4. On-site Nuclear Gauge Testing and Sampling

CONSULTANT will provide on-site nuclear gauge testing and sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing and sampling for plantmix bituminous pavement placement, and on-site PCC testing and sampling, 1,023 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

8.4.5. Plantmix Bituminous Pavement Testing

CONSULTANT will provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow and stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

8.4.6. Plantmix Bituminous Pavement Coring

CONSULTANT will provide plantmix bituminous pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

8.4.7. Top Lift Longitudinal Joint Testing and Coring

CONSULTANT will provide top lift longitudinal joint testing and coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200-foot intervals per every 1,000-foot segment. A core will be taken in every 1,000-foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

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

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

CONSULTANT will provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file .pdf format (22" x 34"), will be provided to the RTC for its files and distribution to the City of Reno. 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. CONSULTANT may either provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings or provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

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

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

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 8 and Task 9. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 8 and Task 9, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

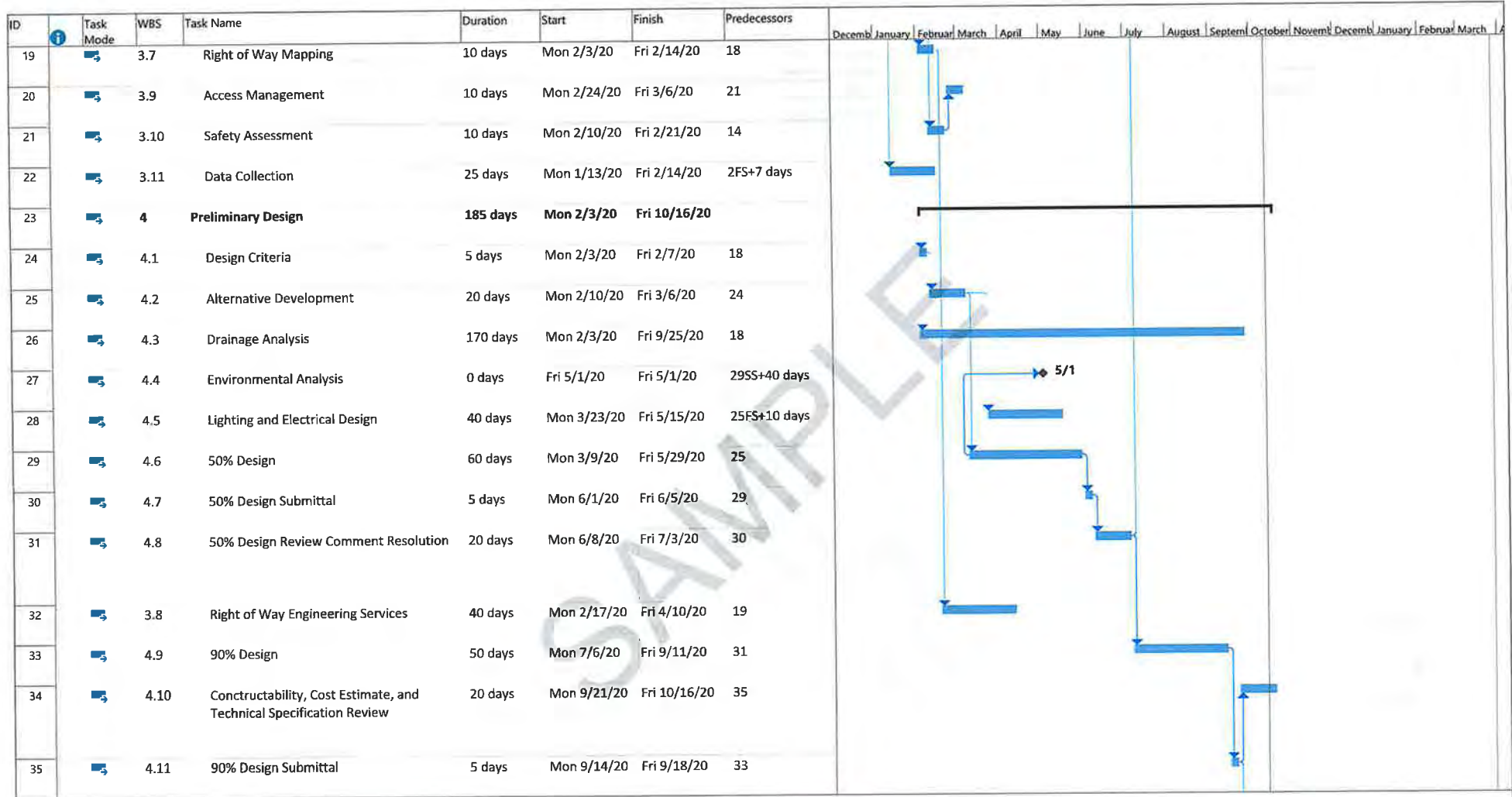
SAMPLE

EXHIBIT A-2 DESIGN SCHEDULE

| ID | Task Mode | WBS | Task Name | Duration | Start | Finish | Predecessors | Gantt Chart (Dec 2019 - Mar 2020) | | | | | | | | | | | |
|----|-----------|-----|--|-----------------|--------------------|--------------------|--------------|---------------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| 1 | Task | 0 | RTC Board Approval | 0 days | Fri 12/20/19 | Fri 12/20/19 | | Milestone: 12/20 | | | | | | | | | | | |
| 2 | Task | 0 | Notice to Proceed (NTP) | 0 days | Thu 1/2/20 | Thu 1/2/20 | | Milestone: 1/2 | | | | | | | | | | | |
| 3 | Task | 1 | Project Management | 322 days | Thu 1/2/20 | Fri 3/26/21 | 2 | Summary bar from 1/2 to 3/26/21 | | | | | | | | | | | |
| 4 | Task | 1.1 | Team and Project Management | 322 days | Thu 1/2/20 | Fri 3/26/21 | | Summary bar from 1/2 to 3/26/21 | | | | | | | | | | | |
| 5 | Task | 1.2 | Project Coordination | 315 days | Mon 1/13/20 | Fri 3/26/21 | 2FS+7 days | Summary bar from 1/13/20 to 3/26/21 | | | | | | | | | | | |
| 6 | Task | 1.3 | Project Management Plan (PMP) | 10 days | Thu 1/2/20 | Wed 1/15/20 | 2 | Summary bar from 1/2 to 1/15/20 | | | | | | | | | | | |
| 7 | Task | 1.4 | Quality Management Plan (QMP) | 15 days | Thu 1/2/20 | Wed 1/22/20 | 2 | Summary bar from 1/2 to 1/22/20 | | | | | | | | | | | |
| 8 | Task | 2 | Public and Agency Involvement | 140 days | Mon 7/6/20 | Fri 1/15/21 | | Summary bar from 7/6/20 to 1/15/21 | | | | | | | | | | | |
| 9 | Task | 2.1 | Public Information Meetings | 140 days | Mon 7/6/20 | Fri 1/15/21 | 31 | Summary bar from 7/6/20 to 1/15/21 | | | | | | | | | | | |
| 10 | Task | 2.2 | Stakeholder Meetings | 140 days | Mon 7/6/20 | Fri 1/15/21 | 31 | Summary bar from 7/6/20 to 1/15/21 | | | | | | | | | | | |
| 11 | Task | 2.3 | City of Reno Council Presentation Assistance | 20 days | Mon 10/19/20 | Fri 11/13/20 | 37SS | Summary bar from 10/19/20 to 11/13/20 | | | | | | | | | | | |
| 12 | Task | 3 | Investigation of Existing Conditions | 70 days | Mon 1/13/20 | Fri 4/17/20 | | Summary bar from 1/13/20 to 4/17/20 | | | | | | | | | | | |
| 13 | Task | 3.1 | Condition Survey | 20 days | Mon 1/13/20 | Fri 2/7/20 | 2FS+7 days | Summary bar from 1/13/20 to 2/7/20 | | | | | | | | | | | |
| 14 | Task | 3.2 | Traffic Data | 20 days | Mon 1/13/20 | Fri 2/7/20 | 2FS+7 days | Summary bar from 1/13/20 to 2/7/20 | | | | | | | | | | | |
| 15 | Task | 3.3 | Geotechnical Investigation | 35 days | Mon 1/13/20 | Fri 2/28/20 | 2FS+7 days | Summary bar from 1/13/20 to 2/28/20 | | | | | | | | | | | |
| 16 | Task | 3.4 | Subsurface Utilities | 20 days | Mon 1/13/20 | Fri 2/7/20 | 2FS+7 days | Summary bar from 1/13/20 to 2/7/20 | | | | | | | | | | | |
| 17 | Task | 3.5 | Utility Potholing | 10 days | Mon 4/6/20 | Fri 4/17/20 | 29SS+20 days | Summary bar from 4/6/20 to 4/17/20 | | | | | | | | | | | |
| 18 | Task | 3.6 | Topographic Survey | 15 days | Mon 1/13/20 | Fri 1/31/20 | 2FS+7 days | Summary bar from 1/13/20 to 1/31/20 | | | | | | | | | | | |

Project: Sky Vista Schedule
Date: Wed 11/13/19

| | | | | | | | | | | | | |
|-----------|--|--------------------|--|----------------|--|--------------------|--|-----------------------|--|--------------------|--|-----------------|
| Task | | Project Summary | | Manual Task | | Start-only | | Finish-only | | External Tasks | | Manual Progress |
| Split | | Inactive Task | | Duration-only | | External Milestone | | Manual Summary Rollup | | External Milestone | | Manual Progress |
| Milestone | | Inactive Milestone | | Manual Summary | | External Milestone | | Manual Summary | | External Milestone | | Manual Progress |
| Summary | | Inactive Summary | | Manual Summary | | External Milestone | | Manual Summary | | External Milestone | | Manual Progress |

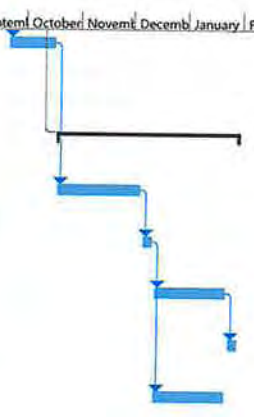


Project: Sky Vista Schedule
Date: Wed 11/13/19

| | | | | | | | | | |
|-----------|--|--------------------|--|-----------------------|--|--------------------|--|-----------------|--|
| Task | | Project Summary | | Manual Task | | Start-only | | Deadline | |
| Split | | Inactive Task | | Duration-only | | Finish-only | | Progress | |
| Milestone | | Inactive Milestone | | Manual Summary Rollup | | External Tasks | | Manual Progress | |
| Summary | | Inactive Summary | | Manual Summary | | External Milestone | | | |

| ID | Task Mode | WBS | Task Name | Duration | Start | Finish | Predecessors | |
|----|-----------|-------|--|----------|--------------|--------------|--------------|---|
| 36 | | 4.12 | 90% Design Review Comment Resolution | 20 days | Mon 9/21/20 | Fri 10/16/20 | 35 | Decemb January February March April May June July August September October November December January February March |
| 37 | | 5 | Final Design | 75 days | Mon 10/19/20 | Fri 1/29/21 | | |
| 38 | | 5.1 | 100% Design | 35 days | Mon 10/19/20 | Fri 12/4/20 | 36 | |
| 39 | | 5.1.1 | 100% Design Submittal | 5 days | Mon 12/7/20 | Fri 12/11/20 | 38 | |
| 40 | | 5.2 | Final Design | 30 days | Mon 12/14/20 | Fri 1/22/21 | 39 | |
| 41 | | 5.3 | Final Design Submittal | 5 days | Mon 1/25/21 | Fri 1/29/21 | 40 | |
| 42 | | 5.4 | Final Engineer's Opinion of Probable Construction Costs and Time | 30 days | Mon 12/14/20 | Fri 1/22/21 | 39 | |

SAMPLE



Project: Sky Vista Schedule
Date: Wed 11/13/19

| | | | | | | | | | |
|-----------|--|--------------------|--|-----------------------|--|--------------------|--|-----------------|--|
| Task | | Project Summary | | Manual Task | | Start-only | | Deadline | |
| Split | | Inactive Task | | Duration-only | | Finish-only | | Progress | |
| Milestone | | Inactive Milestone | | Manual Summary Rollup | | External Tasks | | Manual Progress | |
| Summary | | Inactive Summary | | Manual Summary | | External Milestone | | | |

Exhibit B

Compensation

SAMPLE

Exhibit B-2 Fee Summary - Sky Vista Parkway Rehabilitation Project

| Task No. | Item No. | Task | Summary | | | | | | | | | | |
|--|----------|--|-------------|--------------|----------|---------------|--------------|--------------|---------------|----------|----------|--------------|--------------|
| | | | Total Hours | Labor | Expense | 5% Sub Markup | Atkins | CME | PK Electrical | SUE | Aerotech | Total Subs | Total Price |
| 5 | 05 | Final Design | 544 | \$86,701 | \$0 | \$250 | \$86,951 | \$0 | \$5,000 | \$0 | \$0 | \$5,000 | \$91,950.90 |
| | 05.01 | 100% Design | 384 | \$60,064 | \$0 | \$250 | \$60,314 | \$0 | \$5,000 | \$0 | \$0 | \$5,000 | \$65,314.12 |
| | 05.02 | Final Design | 72 | \$11,601 | \$0 | \$0 | \$11,601 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,600.54 |
| | 05.03 | Final Design Submittals | 40 | \$5,740 | \$0 | \$0 | \$5,740 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,739.64 |
| | 05.04 | Final Engineer's OPCC and Time | 48 | \$9,297 | \$0 | \$0 | \$9,297 | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,296.60 |
| 6 | 06 | Bidding Services | 56 | \$11,520 | \$0 | \$0 | \$11,520 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,519.70 |
| | 06.01 | Bidding Services | 56 | \$11,520 | \$0 | \$0 | \$11,520 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,519.70 |
| 7 | 07 | Design Contingency | 0 | \$50,000 | \$0 | \$0 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$50,000.00 |
| | 07.01 | Design Contingency | 0 | \$50,000 | \$0 | \$0 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$50,000.00 |
| 8 | 08 | Construction Services (Optional) | 3378 | \$516,175.22 | \$0.00 | \$9,512.75 | \$525,687.97 | \$190,255.00 | \$0.00 | \$0.00 | \$0.00 | \$190,255.00 | \$715,942.97 |
| | 08.01 | Contract Administration | 618 | \$130,384 | \$0 | \$0 | \$130,384 | \$0 | \$0 | \$0 | \$0 | \$0 | \$130,383.60 |
| | 08.02 | Construction Surveying | 360 | \$59,533 | \$0 | \$0 | \$59,533 | \$0 | \$0 | \$0 | \$0 | \$0 | \$59,532.94 |
| | 08.03 | Inspection | 2400 | \$326,259 | \$0 | \$0 | \$326,259 | \$0 | \$0 | \$0 | \$0 | \$0 | \$326,258.68 |
| | 08.04 | Materials Testing | 0 | \$0 | \$0 | \$9,513 | \$9,513 | \$190,255 | \$0 | \$0 | \$0 | \$190,255 | \$199,767.75 |
| 9 | 09 | Record Information (Optional) | 42 | \$6,043 | \$0 | \$0 | \$6,043 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,042.79 |
| | 09.01 | Record Drawings | 42 | \$6,043 | \$0 | \$0 | \$6,043 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,042.79 |
| 10 | 10 | Construction Contingency (Optional) | 0 | \$50,000 | \$0 | \$0 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$50,000.00 |
| | 10.01 | Construction Contingency | 0 | \$50,000 | \$0 | \$0 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$50,000.00 |
| Total Hours | | | | | | | | | | | | | |
| Rate/Hour Escalated to Midpoint of Project Phase | | | | | | | | | | | | | |
| Total Cost | | | 8,000 | \$1,392,176 | \$16,000 | \$14,327 | \$1,422,503 | \$233,835 | \$14,000 | \$30,000 | \$8,700 | \$286,535 | \$1,709,038 |

Escalation Factor for Design Phase
Escalation Factor for CM Phase

| |
|-------|
| 1.05% |
| 4.24% |

| | | |
|--------------|-------|--------------|
| | Hours | Price |
| Total Design | 4580 | \$937,052.38 |
| Total CM | 3420 | \$771,985.76 |

EXHIBIT B-3 2019/2020 HOURLY RATE FEE SCHEDULE

OFFICE PERSONNEL

| | |
|-----------------------------------|--------------|
| Project Principal | \$260.00/hr. |
| Project Director/Design Manager | \$240.00/hr. |
| Senior Project Manager | \$230.00/hr. |
| Quality Manager | \$220.00/hr. |
| Project Manager | \$200.00/hr. |
| Senior Engineer III | \$190.00/hr. |
| Senior Engineer II | \$180.00/hr. |
| Senior Engineer I | \$155.00/hr. |
| Senior Public Information Officer | \$150.00/hr. |
| Engineer III | \$145.00/hr. |
| Senior Landscape Architect | \$140.00/hr. |
| Engineer II | \$135.00/hr. |
| Engineer I | \$120.00/hr. |
| Landscape Architect | \$115.00/hr. |
| Designer | \$110.00/hr. |
| CADD Technician II | \$100.00/hr. |
| Public Information Specialist | \$85.00/hr. |
| CADD Technician | \$85.00/hr. |
| Clerical | \$80.00/hr. |
| Intern | \$65.00/hr. |

CONSTRUCTION MANAGEMENT PERSONNEL

| | |
|----------------------|--------------|
| Scheduler/Estimator | \$200.00/hr. |
| Senior Inspector | \$140.00/hr. |
| Office Engineer | \$130.00/hr. |
| Office Administrator | \$100.00/hr. |
| Inspector | \$100.00/hr. |

SURVEY PERSONNEL

| | |
|----------------------------|---------------|
| Survey Group Manager | \$190.00/hr. |
| Professional Land Surveyor | \$130.00/hr. |
| Senior Party Chief | \$110.00/hr. |
| Senior Survey Technician | \$100.00/hr. |
| Survey Technician | \$75.00/hr. |
| 1 Person Survey Crew | \$140.00/hr.* |
| 2 Person Survey Crew | \$190.00/hr.* |
| 3 Person Survey Crew | \$250.00/hr.* |

* Survey crew rates include vehicle mileage and all standard survey equipment

MISCELLANEOUS

| | |
|---------------------------------------|----------------------|
| CM and Inspector's Company Vehicle | NTE \$70.00/work day |
| Inspector's Mobile Phone and Computer | 100.00/month |
| Mileage | GSA rate |
| Subcontracted Services | Cost Plus 5% |

NOTES:

Overtime for CM field staff and time spent on projects in litigation, in depositions and/or providing expert testimony will be charged at the standard rate times 1.5. Personnel rates shown apply to project charges during calendar year 2019 and 2020. On January 1st of each subsequent year, labor rates invoiced will be increased to reflect annual cost of labor increases not to exceed 3%.

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

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

2019-11-11 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION


Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.15

TO: Regional Transportation Commission

FROM: Judy Tortelli, P.E.
Engineer II


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Amendment No. 2 to the Professional Services Agreement (PSA) between the RTC and CFA, Inc. for Sparks Consolidated 19-01 Project

RECOMMENDATION

Approve Amendment No. 2 to the existing Professional Services Agreement (PSA) between the RTC and CFA, Inc. for additional construction services related to extending the construction contract duration for the Sparks Consolidated 19-01 Project in the amount of \$44,000, for a new not to exceed amount of \$464,943; authorize the RTC Interim Executive Director to execute the amendment.

SUMMARY

Per the contract, twenty-eight (28) additional working days were provided to the Contractor for this project. This amendment provides funding for additional inspection, testing, and contract administration required to close out the project.

This amendment adds \$44,000 to the current PSA amount of \$420,943 for a new total not to exceed amount of \$464,943. The fee schedule and amended scope of services associated with this amendment are included as Attachment A.

FISCAL IMPACT

Project appropriations are included in the approved FY 2019 Budget.

PREVIOUS ACTIONS BY BOARD

- August 16, 2019 Approved Amendment No. 1 to PSA for the Sparks Consolidated 19-01 Project.
- May 20, 2019 Approved City of Sparks Interlocal Cooperative Agreement (ICA) for Reimbursement

- May 20, 2019 Approved Truckee Meadows Water Authority Interlocal Cooperative Agreement (ICA) for Reimbursement
- September 21, 2018 Approved Professional Services Agreement (PSA) with CFA, Inc. to provide design and engineering during construction services for the Sparks Consolidated 19-01 Project.
- June 15, 2018 Approved the FY 2019 Program of Projects.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this agenda item.

Attachment

AMENDMENT NO. 2
AGREEMENT BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND CFA, INC.

The Regional Transportation Commission of Washoe County (“RTC”) and CFA, Inc., (“CONSULTANT”), entered into an agreement on October 1, 2018 (the “Agreement”). The Agreement was previously amended by Amendment No. 1 dated August 26, 2019. This Amendment No. 2 is dated and effective as of December 23, 2019.

RECITALS

WHEREAS, as the construction contract performance period was extended for the Sparks Consolidated 19-01 project, it was determined that additional construction services would be necessary to provide inspection, testing, and contract administration; and

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for CONSULTANT to provide \$44,000 of additional engineering during construction (EDC) services under a new Task 2.1.I.4; and

WHEREAS, the additional services are required because the period of construction was extended by 28 working days.

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 to 2.1.D) | \$211,245.00 |
| <u>Total Construction Services (Task 2.1.E to 2.1.I)</u> | <u>\$253,698.00</u> |
| Total | \$464,943.00 |

2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A – attached hereto.

3. Exhibit B – Cost Proposal of the Agreement is replaced in its entirety with the version of Exhibit B – Cost Proposal attached hereto.

4. Section 1.4 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written above until December 31, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

5. All other provisions of the Agreement shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Amy Cummings, AICP, LEED AP
Interim Executive Director

CFA, INC.

By: _____
Mike Wilhelm, Principal

EXHIBIT A

SCOPE OF SERVICES AMENDMENT NO. 2

FOR THE

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

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

2.1.A. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. (NOT APPLICABLE)
2. Condition Survey.
 - a. CONSUTLANT will perform a brief pavement condition survey on the assigned road segments. Information on the extent and severity of several different distress types will be obtained. These distress types include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality may also be obtained.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider improvements needed for “complete street”.
 - c. Construction of improvements for a Special Assessment District (SAD). (NOT APPLICABLE)
3. Traffic Data.
 - a. Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Sparks and/or the Nevada DOT traffic records. RTC bus schedules

will be utilized to determine the average annual bus traffic on 15th Street

- b. CONSULTANT will provide 24-hour traffic counts: (NOT APPLICABLE)

4. Right-of-Way Mapping and Engineering Services

- a. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. Right-of-way will be tied to the roadway centerline and existing monuments (if found). The record right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task.

- b. It is estimated approximately three to four (3-4) parcels will require permanent and/or temporary easements and/or potential fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 3 to 4 individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT will obtain Title Reports and updates as required. CONSULTANT will invoice RTC for these items as reimbursable expenses.

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

Deliverables – property boundary for 3 to 4 parcels along with exhibit maps and legal descriptions for easements on each parcel.

- 5. Subsection Identification and Core Location Selection. Locations for pavement boring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately four (4) pavement core locations and four (4) bores will be required. The primary objective of the coring/boring program will be to establish pavement, base, and subgrade layer thickness and material types.
- 6. Geotechnical Investigation. CONSULTANT will core each location for the purpose of determining if stripping is taking place. Following pavement coring, the subsurface soils will be hand augered, if possible, to a depth of

five feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. If the subsurface soils are unable to be augered by hand, a drill rig will be mobilized to complete the investigation. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. All plantmix bituminous pavement cores will be retained for possible testing should the hot-in-place recycling construction option be chosen. The results of the geotechnical investigation and associated laboratory testing will be summarized in a written report.

7. Backcalculation Analysis. NOT APPLICABLE.
8. Develop Feasible Rehabilitation/Reconstruction Alternatives. Based upon the results of the backcalculation, CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
 - AC overlay (only)
 - Full-depth patching (plus AC overlay)
 - Mill and fill (plus AC overlay)
 - Cold in-place recycling (plus AC overlay)
 - Roadbed modification (reconstruction)
 - PCC paving

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

9. Conduct Life-Cycle Cost Analysis. The latest unit cost information for materials, construction and maintenance will be used by CONSULTANT to estimate the initial construction and future maintenance cost associated with each alternative.
10. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon the results of the life-cycle cost analysis, cost and some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.
11. Utility Investigation/Depiction
 - a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas

reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.B, Preliminary Design.

- b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
 - c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.
 - d. Utility Pothole Exploration: (NOT APPLICABLE).
12. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.A shall be submitted by report with backup documentation. The Geotechnical Report and pavement design shall also be submitted to the City of Sparks. The recommended pavement sections will meet the City's minimum standards.

2.1.B. Preliminary Design

- 1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
- 2. Mapping. Provide field topo survey or aerial photography in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs, or from right-of-way to right-of-way as required, along the length of the project to provide for consideration of improvements and grade continuity behind the curb. As an option, topography at 1-foot contour intervals can be added.

3. Project Coordination. Attend meetings, review reports, and provide project coordination.
4. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and City of Sparks standards shall be identified.
5. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.
6. Traffic Engineering Services. CONSULTANT will prepare minor traffic signal modification plans and signage modification plans to include pedestrian push-button, RRFB, and loop detector work.

2.1.C. Final Design

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

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

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

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect

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

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

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

provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

- d. Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 90% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel and designer shall attend and a field review of roadway segments is anticipated. Discussion topics include review of design in the field, conflict identification, maintenance of traffic, limitations of operations, schedule and phasing.
2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

2.1.D. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.
4. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1A to 2.1D. 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 written approval.

5. This is a contingency for additional design services that are miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1A to 2.1D. 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 written approval.

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

2.1.E. Contract Administration

1. Provide contract administration services as follows:

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

2.1.F. Construction Surveying

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.

- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

2.1.G. Inspection

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 50 working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 80 hours of field inspection and sampling and 80 hours of Nuclear Gauge time are anticipated.

2.1.H. Materials Testing per attached scope of services by Black Eagle Consulting, Inc., dated July 18, 2019.

2.1.I. As-Built Information

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the City of Sparks. 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 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.

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.
3. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1E to 2.1I. 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 written approval.
4. Provide additional EDC services within the scope of this contract, for the additional twenty-eight (28) construction days, in the performance of services under Tasks 2.1E to 2.1I.

Mr. Mike Wilhelm, P.E., W.R.S.
CFA Inc.
1150 Corporate Blvd.
Reno, NV 89502

Exhibit A
July 9, 2019
Revised July 18, 2019

RE: Proposal to Provide Inspection and Materials Testing Services
RTC Rehabilitation Project: El Rancho Drive, 15th Street, Hulda Court and Franklin Way
Reno, Nevada

Dear Mr. Wilhelm:

As requested, Black Eagle Consulting, Inc. (BEC) is pleased to present the following budget estimate to provide inspection and materials testing services for the referenced roadways located in Reno, Nevada. Our costs for this project are based on the following information:

- Project drawings titled *Sparks Consolidated 19-01 Project (El Rancho Drive, 15th Street, Franklin Way, Hulda Court)*, WA-2019-188, RTC Project No. 0222027, prepared by CFA, Inc., dated May 13, 2019.
- Project specifications titled *Sparks Consolidated 19-01 Project*, prepared by CFA Inc.
- Geotechnical investigation report titled *Pavement Subgrade Soils Evaluation and Design, Reconstruction of Segments of 15th Street, Franklin Way and Hulda Court, Sparks, Nevada*, prepared by BEC, 2nd Revision dated May 8, 2019.
- *Standard Specifications for Public Works Construction (SSPWC)*, 2012, Revision 8.
- *Standard Details for Public Works Construction (SDPWC)*, Latest Edition.
- *Preliminary Schedule* provided by Spanish Springs Construction Company.

Based on the information noted above and our experience with similar projects in the area, we anticipate the following scope of work:

El Rancho Drive - \$15,526.50:

Site Work:

- Our inspector/tester will make 7 visits at 3 hours each for density testing of the curb & gutter, sidewalk, pedestrian ramps, valley gutter, driveways, and roadway shoulder subgrade and aggregate base.
- Our inspector/tester will make 1 visit at 2 hours for density testing of the bedding and backfill for the catch basin(s).
- Our inspector/tester will make 13 visits at 3 hours each for inspection and testing of the curb & gutter, sidewalk, pedestrian ramps, valley gutter, driveways, pole foundations, and adjust utility cover(s) concrete. Eleven sets of concrete cylinders will be cast for compressive strength testing.
- Our inspector/tester will make 1 visit at 1 hour for special inspection of the driveway reinforcing steel.
- Our inspector/tester will make 3 visits at 4 hours each for the sampling and materials testing during roadway paving operations. Three asphalt concrete hot-samples will be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties. Our technician will make 1 site visit at 8 hours for coring of the asphalt. Three sets of pavement cores will be taken and tested for thickness and in-place air voids.
- Our inspector/tester will make 2 visits at 2 hours each for the sampling of asphalt materials during driveway paving operations. Two asphalt concrete hot-samples will be taken and archived for future testing, if required.
- We have budgeted for the asphalt binder samples to be delivered to the Nevada Department of Transportation's (NDOT's) Carson City laboratory for testing.



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140

Tel: 775/359-6600

Fax: 775/359-7766

Email: mail@blackeagleconsulting.com

July 18, 2019

Lab Testing:

- We have budgeted for 1 sieve analysis, 1 Atterberg limits, 1 modified Proctor, 1 Fractured Face, 1 R-value, and 1 Resistance to Wear test for the aggregate base.
- We have budgeted for 3 hot-mix asphalt samples to be tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties.
- We have budgeted for 3 sets of asphalt cores to be tested for thickness and in-place air voids.
- We have budgeted for 11 sets of concrete cylinders to be tested for compressive strength.

15th Street - \$27,578.00:

Site Work:

- Our inspector/tester will make 20 visits at 3 hours each for density testing of the curb & gutter, sidewalk, pedestrian ramps, valley gutter, driveways, and roadway subgrade and aggregate base.
- Our inspector/tester will make 17 visits at 2 hours each for density testing of the bedding and backfill for the sewer line, water line, storm drain, manholes, catch basin(s) and gas line utilities.
- Our inspector/tester will make 19 visits at 3 hours each for inspection and testing of the curb & gutter, sidewalk, pedestrian ramps, valley gutter, driveways, and adjust utility cover(s) concrete. Nineteen sets of concrete cylinders will be cast for compressive strength testing.
- Our inspector/tester will make 2 visits at 1 hours each for special inspection of the driveway reinforcing steel.
- Our inspector/tester will make 3 visits at 4 hours each for the sampling and materials testing during paving operations. Three asphalt concrete hot-samples will be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties. Our technician will make 1 site visit at 8 hours for coring of the asphalt. Three sets of pavement cores will be taken and tested for thickness and in-place air voids.
- Our inspector/tester will make 5 visits at 2 hours each for the sampling of asphalt materials during driveway paving operations. Five asphalt concrete hot-samples will be taken and archived for future testing, if required.
- We have budgeted for the asphalt binder samples to be delivered to NDOT's Carson City laboratory for testing.

Lab Testing:

- We have budgeted for 1 sieve, Proctor, and Atterberg limits tests for the utility bedding/backfill material.
- We have budgeted for 3 hot-mix asphalt samples to be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties.
- We have budgeted for 3 sets of asphalt cores to be tested for thickness and in-place air voids.
- We have budgeted for 19 sets of concrete cylinders to be tested for compressive strength.



July 18, 2019

Hulda Court - \$5,050.00:

Site Work:

- Our inspector/tester will make 4 visits at 3 hours each for density testing of the curb & gutter, driveway and roadway shoulder subgrade and aggregate base.
- Our inspector/tester will make 1 visit at 2 hours for density testing of the bedding and backfill for the catch basin(s).
- Our inspector/tester will make 3 visits at 3 hours each for inspection and testing of the curb & gutter, driveways and adjust utility cover(s) concrete. Three sets of concrete cylinders will be cast for compressive strength testing. We have also budgeted for concrete cylinder pickup and delivery to our laboratory.
- Our inspector/tester will make 1 visit at 1 hour for special inspection of the driveway reinforcing steel.
- Our inspector/tester will make 1 visit at 4 hours for the sampling and materials testing during paving operations. One asphalt concrete hot-sample will be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties. Our technician will make 1 site visit at 4 hours for coring of the asphalt. One set of pavement cores will be taken and tested for thickness and in-place air voids.
- We have budgeted for the asphalt binder samples to be delivered to NDOT's Carson City laboratory for testing.

Lab Testing:

- We have budgeted for 1 hot-mix asphalt sample to be tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties.
- We have budgeted for 1 set of asphalt cores to be tested for thickness and in-place air voids.
- We have budgeted for 3 sets of concrete cylinders to be tested for compressive strength.

Franklin Way - \$14,891.50:

Site Work:

- Our inspector/tester will make 13 visits at 3 hours each for density testing of the curb & gutter, driveway, roadway and back of curb (shoulder) subgrade and aggregate base.
- Our inspector/tester will make 2 visits at 2 hours each for density testing of the bedding and backfill for the catch basin(s).
- Our inspector/tester will make 7 visits at 3 hours each for inspection and testing of the curb & gutter, driveways and adjust utility cover(s) concrete. Seven sets of concrete cylinders will be cast for compressive strength testing. We have also budgeted for concrete cylinder pickup and delivery to our laboratory.
- Our inspector/tester will make 2 visits at 1 hour each for special inspection of the driveway reinforcing steel.
- Our inspector/tester will make 3 visits at 4 hours each for the sampling and materials testing during paving operations. Five asphalt concrete hot-samples will be taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties. Our technician will make 1 site visit at 8 hours for coring of the asphalt. Five sets of pavement cores will be taken and tested for thickness and in-place air voids.
- We have budgeted for the asphalt binder samples to be delivered to NDOT's Carson City laboratory for testing.



July 18, 2019

Lab Testing:

- We have budgeted for 5 hot-mix asphalt samples to be tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties.
- We have budgeted for 5 sets of asphalt cores to be tested for thickness and in-place air voids.
- We have budgeted for 7 sets of concrete cylinders to be tested for compressive strength.

Additional Items

- A minimum 24-hours' notice will be required for scheduling of testing and inspections.
- The above estimates do not include any allowances for the over-excavation contingency items.
- We have made an allowance for weekend and overtime work based on the preliminary schedule.
- No allowance has been made for any re-testing of any materials or workmanship not in conformance with project specifications.
- No allowance has been made for any geotechnical consultation during materials sampling and testing.
- No allowance has been made for prevailing wage rates for inspection and testing services.
- We have made an allowance for the Materials Testing and Inspection (MT&I) report at the end of the project.
- We have made an allowance for attending weekly meetings, project management, and clerical time and for all field equipment required, including vehicles.

We estimate a cost of \$63,046.00 to perform materials testing and inspection services for this project. These costs are valid for a period of 90 days from the date of this proposal. If work is authorized after 90 days has expired, our budget may need to be modified to reflect any adjustments to our Standard Rates for Services in effect at that time. Because a construction schedule was not available at the time of this proposal, our costs are based on assumed construction production rates. Our actual costs will be directly associated with production. If it takes longer to complete the tasks than assumed, or if laboratory testing is required more frequently than we have assumed, additional costs will be incurred. Conversely, if work is completed sooner than assumed and efficiently coordinated with inspection and testing, a cost savings will be realized.

Unless BEC executes a contract to the contrary, all services will be performed on a time-and-materials basis in accordance with our Standard Rates for Services in effect at the time of service and the terms and conditions of the attached Professional Services Agreement. If the terms and conditions of this proposal are acceptable, please sign the Professional Services Agreement, make a copy for your records, and return the signed agreement as your authorization for BEC to proceed. Services rendered by BEC under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made. The Professional Services Agreement shall be binding on both parties if work is started prior to its execution.

We greatly appreciate having the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, or require any additional information, please feel free to call us.

Sincerely,

Black Eagle Consulting, Inc.


Shane Cocking, P.E.
Project Manager

SRC:mrc

Enclosures: 2019 Standard Rates for Services



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140

Tel: 775/359-6600 Fax: 775/359-7766
Email: mail@blackeagleconsulting.com



BLACK EAGLE CONSULTING, INC.

2019 STANDARD RATES FOR SERVICES

The following lists a schedule of fees associated with engineering, materials testing, and construction testing and inspection support services. For projects lasting less than 4 weeks, invoices will be submitted upon project completion, while monthly invoices will be submitted for projects that last longer than 4 weeks. Overtime is defined as any hour of service provided in excess of 40 hours in a single week or any hour of service provided on a Saturday or Sunday. Any overtime work will be invoiced at time and one-half. Double time is defined as any hour of service provided on a holiday. Any double time work will be invoiced at double time.

| <u>SUPPORT SERVICE</u> | <u>RATE/HOUR</u> |
|---|------------------|
| President | \$170.00 |
| Vice President | \$170.00 |
| Senior Consultant | \$170.00 |
| ENGINEERING: | |
| Division Manager | \$155.00 |
| Project Manager | \$130.00 |
| Project Engineer/Geologist | \$115.00 |
| Engineering Technician | \$ 95.00 |
| Drafting | \$ 75.00 |
| MATERIALS TESTING: | |
| Division Manager | \$140.00 |
| Senior Materials Technician | \$100.00 |
| Materials Technician | \$ 87.00 |
| Materials Technician Trainee | \$ 75.00 |
| CONSTRUCTION TESTING AND INSPECTION: | |
| Division Manager | \$150.00 |
| Project Manager | \$125.00 |
| Field Manager | \$105.00 |
| Special Inspector | \$ 95.00 |
| Senior Inspector | \$ 92.00 |
| Inspector/Tester | \$ 85.00 |
| TRAVEL AND EQUIPMENT: | |
| Vehicle | \$ 8.00 |
| Mileage | \$ 1.50/mile |
| Per Diem | P.O.R.* |
| Nuclear Densometer | \$ 10.00 |
| Coring Machine | \$ 35.00 |
| Pachometer | \$ 15.00 |
| Torque Wrench | \$ 15.00 |
| Skidmore-Wilhelm Bolt Tension | \$ 15.00 |
| Ultrasonic Equipment | \$ 20.00 |
| Paint Thickness Gauge | \$ 10.00 |
| Schmidt Hammer | \$ 10.00 |
| Vane Shear | \$ 10.00 |
| HERZ | \$ 60.00 |
| ReMi Geophysical | \$600.00/day |
| Crosshole Sonic Logging | \$500.00/day |
| Floor Flatness Equipment + Labor | \$200.00/Hour |
| CLERICAL: | |
| Clerical/Word Processor | \$ 60.00 |
| Computer | \$ 10.00 |
| Supplies | Cost + 10% |
| Copying | \$ 0.20/page |
| Color Copies: 8-1/2" x 11" | \$ 0.50/page |
| Color Copies: 11" x 17" | \$ 2.00/page |
| OUTSIDE SERVICES: | Cost + 10% |



BLACK EAGLE CONSULTING, INC.

2019 STANDARD RATES FOR SERVICES

2019 LABORATORY SERVICES SCHEDULE OF CHARGES

| <u>TESTS</u> | <u>UNIT PRICE</u> |
|---|-------------------|
| SOILS TESTING: | |
| Moisture Content (ASTM D 2216) | \$ 25.00/test |
| Moisture Content and Dry Density (ASTM D 2937) | \$ 50.00/test |
| Atterberg Limit (ASTM D 4318) | \$ 90.00/test |
| Minus 200 Wash (ASTM D 1140) | \$ 70.00/test |
| Standard Sieve Analysis | \$100.00/test |
| Hydrometer Analysis minus No. 10 (ASTM D 422) | \$225.00/test |
| Soil Specific Gravity (ASTM D 854) | \$ 80.00/test |
| R-Value, Untreated Field Sample (ASTM D 2844) | \$255.00/test |
| Consolidation, 4 points & 1 Rebound Point (ASTM D 2435) | \$225.00/test |
| Direct Shear, UU, CU, CD (ASTM D 3080) | \$300.00/test |
| Unconfined Compression (ASTM D 2166) | \$ 90.00/test |
| Durability Index | \$120.00/test |
| California Bearing Ratio | \$700.00/test |
| Resistivity (Miller Soil Box) | \$100.00/test |
| Standard Proctor Compaction (ASTM D 698) | |
| Method A or B (4-inch mold) or Method C (6-inch mold) | \$160.00/test |
| Modified Proctor Compaction (ASTM D 1557) | |
| Method A or B (4-inch mold) or Method C (6-inch mold) | \$170.00/test |
| Compaction Check Point (4-inch or 6-inch mold) | \$ 50.00/test |
| Rock Correction (ASTM D 4718) | \$ 80.00/test |
| Harvard Miniature (Nev T-101) | \$200.00/test |
| Expansion Index | \$150.00/test |
| AGGREGATE TESTING: | |
| Standard Sieve Analysis | \$100.00/test |
| Atterberg Limit (ASTM D 4318) | \$ 90.00/test |
| Moisture Content (ASTM D 2216) | \$ 25.00/test |
| Specific Gravity Fine Aggregate with Absorption (ASTM C 128) | \$ 80.00/test |
| Specific Gravity Coarse Aggregate with Absorption (ASTM C 127) | \$ 80.00/test |
| Clay Lumps and Friable Particles (ASTM C 142) | \$ 75.00/test |
| Flat and Elongated Particles (CRD 119, 120) | \$ 75.00/test |
| Fractured Faces (Nev T-230) | \$ 75.00/test |
| Sand Equivalent (ASTM D 2419) | \$100.00/test |
| Cleanness Test of Aggregate | \$100.00/test |
| Organic Impurities (ASTM C 40) | \$ 75.00/test |
| Dry Unit Weight of Aggregate (ASTM C 29) | \$ 60.00/test |
| Sodium Soundness of Aggregate (ASTM C 88) | \$ 90.00/fraction |
| Los Angeles Rattler, 1.5 inch minus aggregate size (ASTM C 131) and Los Angeles Rattler, greater than 1.5 inch aggregate size (ASTM C 535) | \$300.00/test |
| PORTLAND CEMENT TESTING: | |
| Compression of Concrete Cylinder (ASTM C 39) | \$ 20.00/ea. |
| Compression of Grout Cylinder (UBC 24-28) | \$ 20.00/ea. |
| Compression of Mortar Cylinder (UBC 24-22) | \$ 20.00/ea. |
| Compression of Cored Concrete (ASTM C 42) | \$ 40.00/ea. |
| Compression of Shotcrete | \$100.00/ea. |
| Flexural Strength of Concrete Beams (ASTM C 78, C 293) | \$ 75.00/ea. |
| Splitting Tensile Strength of Concrete Cylinder (ASTM C 496) | \$ 50.00/ea. |
| MASONRY TESTING: | |
| Compression of Masonry Unit (ASTM C 140) (Set of 3) | \$180.00/set |
| Compression of Masonry Prism (ASTM C 1314) | \$130.00/ea. |
| Shrinkage (Set of 3) | \$450.00/set |
| Moisture (Set pf 3) | \$120.00/set |



BLACK EAGLE CONSULTING, INC.

2019 STANDARD RATES FOR SERVICES

| | |
|---|------------------------|
| ASPHALT CONCRETE TESTING: | |
| Bitumen Content by Ignition | \$110.00/test |
| Asphalt Gradation | \$ 90.00/test |
| Marshall Stability and Flow, Compaction and Unit Weight (ASTM D 1559) | \$210.00/test |
| Maximum Theoretical Specific Gravity (ASTM D 2041) | \$ 90.00/test |
| Unit Weight of Asphalt Cores (ASTM D 2726) | \$ 35.00/ea. |
| Hveem Compaction and Stability | \$120.00/ea. |
| Hot Mix Asphalt Mix Design | P.O.R.* |
| CTB Mix Design | P.O.R.* |
| | |
| MISCELLANEOUS: | |
| Mobile Asphalt/Soils Testing Laboratory | \$150.00/working day** |
| Special Handling | \$ 75.00/hour |
| Rush Charge | 50% Additional Charge |
| Fireproofing | \$ 65.00/test |

ADDITIONAL INFORMATION

Laboratory test unit prices are based upon the average running time required for each test. Special research, sample or equipment preparation or laboratory consulting will be based upon hourly personnel charges. Fixed unit prices do not include extra preparation time for large bulk samples, saturated samples or extremely clayey samples. This time will be invoiced on a per-hour basis. Special report preparation and data presentation beyond industry standards will also be invoiced on a per-hour basis. Cost estimates for hourly charges will be provided on a project-specific basis upon request.

Any specialized testing not covered by this fee schedule will be developed or subcontracted out under Black Eagle Consulting, Inc. supervision. Costs for these tests will be time-and-materials. When applicable, subcontractors' fees will be invoiced at cost plus ten (10) percent.

All samples will be discarded thirty (30) days after submission of our report, unless otherwise directed by the client. Upon request, Black Eagle Consulting, Inc. will deliver samples to the client, shipping collect on delivery, or will store them for an agreed charge.

* Price on request

**Excludes mobilization/demobilization, which is performed on a time-and-materials basis.

Exhibit A - Schedule for Sparks Consolidated 19-01 Project

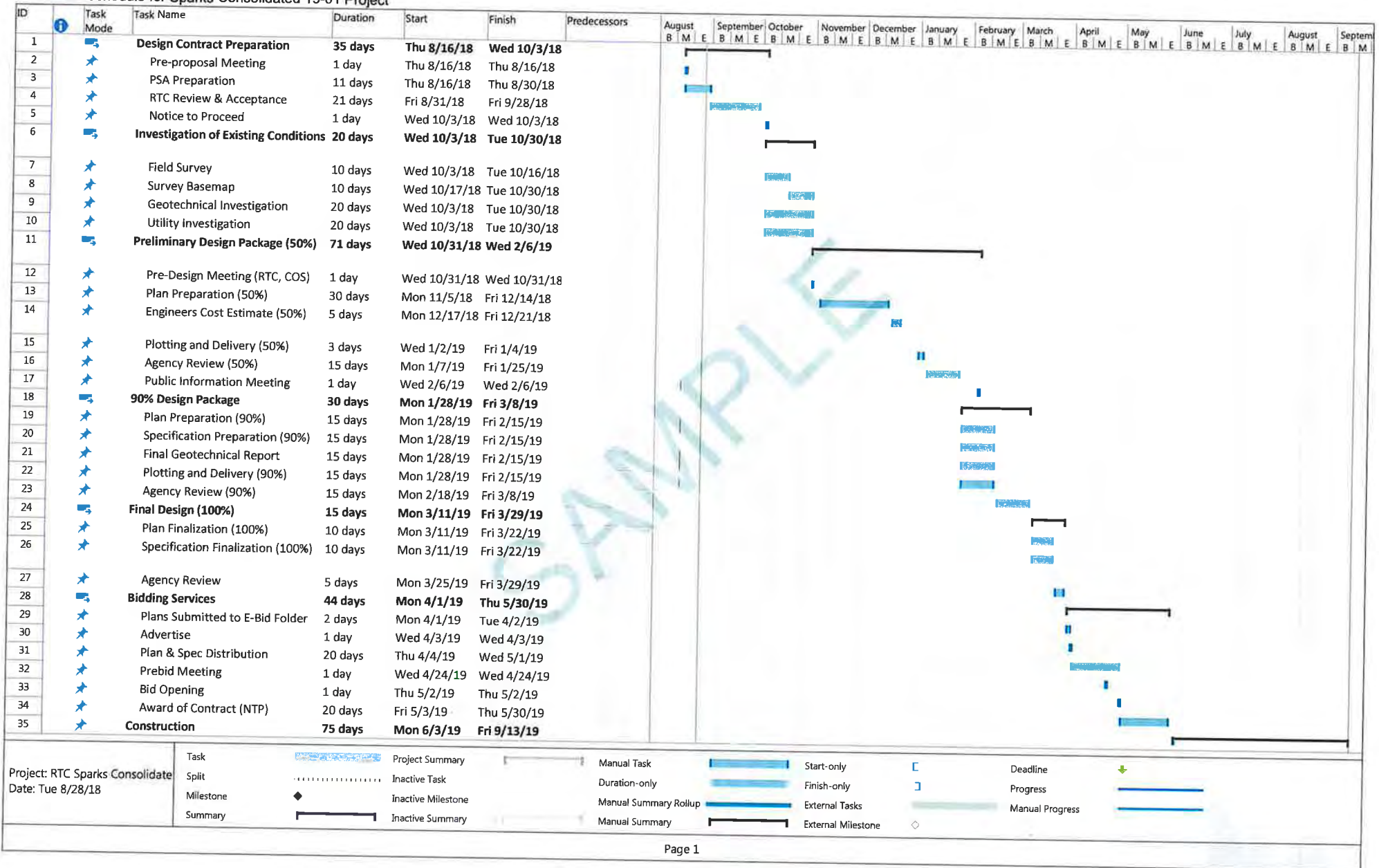


EXHIBIT A

Project team for the Sparks Consolidated 19-01 project.

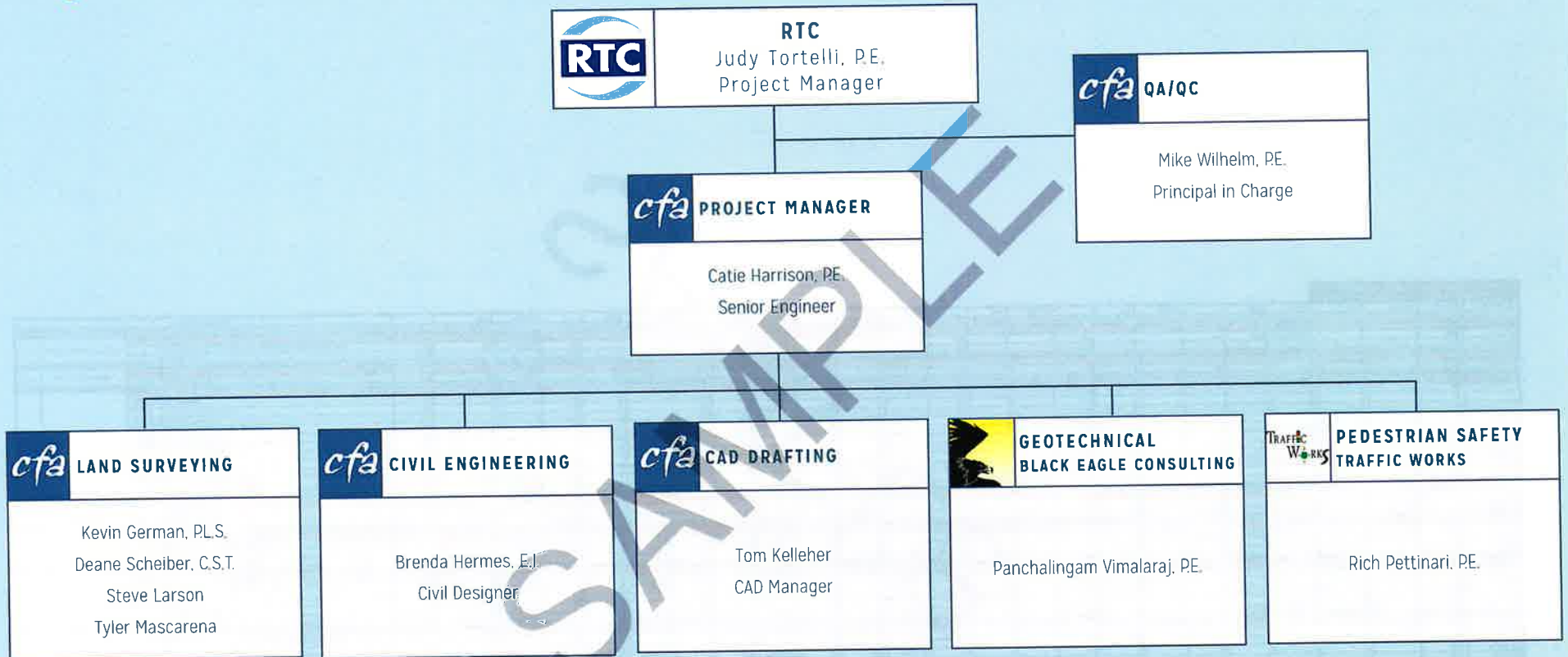


Exhibit B
Cost Proposal Amendment No. 2 For Sparks Consolidated 19-01 Project
November 20, 2019

| Task # | Task | Item No. | Task Description | Principal Eng - M.W. / Principal Sup - K.G. | | Sr. Engineer - C.H. | | Civil Designer - B.H. | | CAD Tech - T.R. | | Survey Crew | | Survey Tech - D.D. | | Checker or Inspector | | Other Direct Costs | | Subcontractors | | Totals | | | | | | |
|---------------------|--------------------------------------|----------|---|---|------------|---------------------|-------------|-----------------------|---------------|-----------------|------------|---------------|-------------|--------------------|--------------|----------------------|------------|--------------------|-------------|----------------|---------------|-------------|------------|--------------|--------------|------------|--------------|----------|
| | | | | Hourly Rate | # of Hours | Cost | Hourly Rate | # of Hours | Cost | Hourly Rate | # of Hours | Cost | Hourly Rate | # of Hours | Cost | Hourly Rate | # of Hours | Cost | Hourly Rate | # of Hours | Cost | Hourly Rate | # of Hours | Cost | Hourly Rate | # of Hours | Cost | |
| 2.1A | Investigation of Existing Conditions | 1 | Definition Study | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | |
| | | 2 | Corrobory Survey | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | |
| | | 3 | Traffic Data | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | 150 | 1 | - | |
| | | 4 | Right of Way Mapping/Engineering (Leasement) (L&E) | 150 | 21 | 3150.00 | 150 | 41 | 6150.00 | 110 | 81 | 8910.00 | 50 | 15 | 750.00 | 110 | 5 | 550.00 | 80 | 5 | 400.00 | 3 | - | - | 110 | 5 | 550.00 | |
| | | 5.9 | Structural Investigation | 150 | 1 | - | 150 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | |
| | | 7 | Non-Asbestos | 150 | 1 | - | 150 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | |
| | | 8 | Geotech Alternatives | 150 | 1 | - | 150 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | 110 | 1 | - | |
| | | 8 | Life-Cycle Cost Analysis | 150 | 41 | 6150.00 | 150 | 1 | 150.00 | 110 | 1 | 110.00 | 50 | 1 | 50.00 | 110 | 1 | 110.00 | 80 | 1 | 80.00 | 3 | - | - | 110 | 1 | 110.00 | |
| | | 10 | Identify Optimum Alternative | 150 | 41 | 6150.00 | 150 | 1 | 150.00 | 110 | 1 | 110.00 | 50 | 1 | 50.00 | 110 | 1 | 110.00 | 80 | 1 | 80.00 | 3 | - | - | 110 | 1 | 110.00 | |
| | | 11 | Utility Investigation | 150 | 41 | 6150.00 | 150 | 1 | 150.00 | 110 | 1 | 110.00 | 50 | 1 | 50.00 | 110 | 1 | 110.00 | 80 | 1 | 80.00 | 3 | - | - | 110 | 1 | 110.00 | |
| | | 12 | Report | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 110.00 | 50 | 1 | 50.00 | 110 | 1 | 110.00 | 80 | 1 | 80.00 | 3 | - | - | 110 | 1 | 110.00 | |
| | | | | | Sub-Totals | 122 | 1 | 1,500.00 | 150 | 1 | 1,500.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 |
| 2.1B | Preliminary Design | 1 | Topographic Survey | 150 | 181 | 27,150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2 | Mapping and Boundary Survey | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 3 | Project Construction | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 4 | Preliminary Plans Preparation | 150 | 201 | 30,150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 5 | Public Information Meeting | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 8 | Traffic Engineering (DAR) (Shop plans/road pictures) | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | | Sub-Totals | 108 | 1 | 1,400.00 | 150 | 1 | 1,500.00 | 110 | 1 | 1,210.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| 2.1C | Final Design | 1a | Prepare Final PS&E | 150 | 181 | 27,150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 1b | Independent Check | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 1c | Utility Agency Coordination | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 1d | Contractability Review | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | | Sub-Totals | 181 | 1 | 2,400.00 | 150 | 1 | 1,500.00 | 110 | 1 | 1,210.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| 2.1D | Bidding Services | 1 | Print and Distribute Final PS&E | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2 | Conduct Pre Bid Meeting/Agency | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 3 | Client Bid Opening and Tabulate Bids | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | | Sub-Totals | 3 | 1 | 450.00 | 3 | 1 | 450.00 | 3 | 1 | 3,300.00 | 3 | 1 | 1,500.00 | 3 | 1 | 3,300.00 | 3 | 1 | 1,500.00 | 3 | - | - | 3 | 1 | 3,300.00 | |
| 2.1E | CONTINGENCY (DESIGN) | 4 | Contingency | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 5 | Additional Design Services | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | | | | Sub-Totals | 2 | 1 | 300.00 | 2 | 1 | 300.00 | 2 | 1 | 2,200.00 | 2 | 1 | 1,100.00 | 2 | 1 | 2,200.00 | 2 | 1 | 1,100.00 | 2 | - | - | 2 | 1 |
| 2.1E-H | Construction Services | 2.1E | Provide General Administration | 150 | 181 | 27,150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1F | Provide Construction Scheduling | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1G1 | Provide Full Time Inspector | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1G2 | Provide Additional Fulling Inspector | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1H1 | Rebar Testing | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1H2 | Provide AC Joint Inspections | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1H3 | Provide AC Joint Testing | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1H4 | Provide AC Testing | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1H5 | 2-in-4 Rebar Change Testing | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 2.1H6 | Pharmax Testing | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | | Sub-Totals | 181 | 1 | 2,400.00 | 150 | 1 | 1,500.00 | 110 | 1 | 1,210.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| 2.1I | Record Information | 1.2 | Record Information | 150 | 21 | 3150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | | | | Sub-Totals | 21 | 1 | 3,150.00 | 150 | 1 | 1,500.00 | 110 | 1 | 1,210.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 |
| 2.1J | CONTINGENCY (EDC) | 3 | Contingency | 150 | 1 | 150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | 4 | Additional EDC Services - 2% additional construction mays | 150 | 21 | 3150.00 | 150 | 1 | 150.00 | 110 | 1 | 1,100.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| | | | Sub-Totals | 22 | 1 | 3,300.00 | 150 | 1 | 1,500.00 | 110 | 1 | 1,210.00 | 50 | 1 | 500.00 | 110 | 1 | 1,100.00 | 80 | 1 | 800.00 | 3 | - | - | 110 | 1 | 1,100.00 | |
| GRAND TOTALS | | | | 282 | 1 | 40,610 | 282 | 1 | 33,420 | 266 | 1 | 34,420 | 62 | 1 | 6,740 | 188 | 1 | 20,140 | 110 | 1 | 12,110 | 80 | 1 | 8,740 | 2,050 | 1 | 2,050 | 8 |



**LAND SURVEYORS
CIVIL ENGINEERS
LAND USE PLANNERS**

**EXHIBIT B
CFA, Inc. 2018 Fee Schedule
For Sparks Consolidated 19-01 Project**

| | <u>Rate Per Hour</u> |
|---|----------------------|
| President | \$155.00 |
| Principal or Department Manager Engineering/Land Surveying/Planning | \$135.00 – \$155.00 |
| Senior Engineer/Land Surveyor/Planner | \$125.00 – \$145.00 |
| Project Engineer/Land Surveyor/Associate Planner | \$100.00 – \$125.00 |
| Civil Designer/Land Survey Technician | \$ 90.00 – \$115.00 |
| Civil Technician/Land Survey Draftsman/Assistant Planner | \$ 85.00 – \$100.00 |
| Intern Engineering/Land Surveying/Planning | \$ 45.00 - \$ 60.00 |
| Construction Observation | \$ 85.00 – \$ 95.00 |
| 1-Man Survey Crew | \$135.00 – \$155.00 |
| Additional Survey Crew Members | \$ 35.00 – \$ 55.00 |
| Clerical | \$ 45.00 – \$ 60.00 |

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

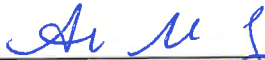
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.16

TO: Regional Transportation Commission

FROM: Rob Reeder
Administrator Security/Safety



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Amendment No. 2 to the Agreement for Security Services between RTC and Universal Protection Service, Inc. in connection with RTC Properties Acquired as part of the Virginia Street Bus RAPID Transit Extension Project

RECOMMENDATION

Approve an amendment to the existing agreement with Universal Protection Service, Inc. in an amount not-to-exceed \$129,170, to provide security services for five parcels RTC rents or owns as part of the Virginia Street Bus RAPID Transit Extension Project; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

The RTC rents or owns five commercial parcels on N. Virginia Street located between Eighth and Ninth Streets (Addresses: 800, 812, 820, 850 and 890 N. Virginia Street/10 E. 9th Street) as part of the Virginia Street Bus RAPID Transit Extension Project. The properties are either vacant or partially occupied by tenants. The parcels total 29,719 square feet of space, 79 rental rooms or apartments, retail space and a bar/lounge. Four of the units have two levels and three units have basements. The N. Virginia Street corridor has high volume pedestrian and vehicular traffic.

RTC acquired the properties beginning in September of 2019. The Executive Director authorized and approved patrol services to begin. The parcels are scheduled for hazard abatement and demolition by the end of June 2020. Until those activities are completed, the parcels will require continued security services to prevent further damage, vandalism or other behavior that could create safety concerns. Scheduled security services will include patrols during the day and full-time staffing at night. The parcels will also be perimeter fenced.

FISCAL IMPACT

The additional cost of these security services was not included in the FY 2020 budget. The additional cost will be covered by savings in the Public Transportation Program.

PREVIOUS ACTIONS BY BOARD

There were no previous actions by the Board on this matter.

ADDITIONAL BACKGROUND

Scheduled security patrol services every four hours was unsuccessful in preventing parcel damage or break-ins. Daytime patrols and nightly security presence has been effective in preventing parcel damage and unauthorized use.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

AMENDMENT NO. 2
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
UNIVERSAL PROTECTION SERVICE, LP

The Regional Transportation Commission of Washoe County ("RTC") and Universal Protection Service, LP, dba Allied Universal Security Services, formerly AlliedBarton Security Services LLC ("CONTRACTOR"), entered into an agreement on July 25, 2016 ("Agreement"). The Agreement was previously amended by Amendment #1 dated March 15, 2019. This amendment is dated and effective as of December 23, 2019.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Pricing Schedules for Option Year One in Exhibit A of the Agreement (as previously amended) to include additional services at five newly acquired RTC properties; and

WHEREAS, the properties are five commercial parcels on N. Virginia Street located between Eighth and Ninth Streets (Addresses: 800, 812, 820, 850 and 890 N. Virginia Street/10 E. 9th Street); and

WHEREAS, the properties were purchased as part of RTC's N. Virginia Street Bus RAPID Transit Extension Project and are scheduled for demolition by the end of June 2020 at the latest; and

WHEREAS, the total not-to-exceed cost of Option Year One will be increased by \$129,170.

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

1. The Pricing Schedules for Option Year One and Option Year Two in Exhibit A of the Agreement (as previously amended) shall be replaced in their entirety with the amended Pricing Schedules attached hereto.
2. RTC shall pay CONTRACTOR for services provided pursuant to, and in an amount not to exceed, the amended Pricing Schedules. CONTRACTOR will invoice for services upon completion. The total not-to-exceed cost of scheduled services for Option Year One and Option Year Two is included in the amended Pricing Schedules.
3. CONTRACTOR will provide the services pursuant to schedules approved by RTC's Project Manager. Any changes to the schedules must be approved in advance by RTC's Project Manager.
4. RTC may at any time, by written order, request changes to add additional services or optional route patrols or route supervision pursuant to Section IV(2) of the Agreement.

5. CONTRACTOR shall submit invoices to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
6. 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.

APPROVED AS TO LEGALITY AND FORM:

Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Amy Cummings, Interim Executive Director

UNIVERSAL PROTECTION SERVICE, LP,
dba ALLIED UNIVERSAL SECURITY SERVICES

By _____
Tammy Nixon, Regional Vice President

OPTION - YEAR ONE – Pricing Schedule

N. VIRGINIA ST. PROPERTIES

800 N. Virginia Street; 812 N. Virginia Street; 820 N. Virginia Street; 850 N. Virginia Street; 890 N. Virginia Street

| Labor | | | | | | | |
|--------------------|----------------|-------------------|-----------------|--------------------|---------------|----------------------|---------------------|
| Dates | Service | # of Stops | Cost Per | Hrs Per Day | # Days | Rate per Hour | Cost |
| 09/15/19-06/30/20 | Patrol Stops | 1,000 | \$10 | | | | \$ 10,000.00 |
| 10/08/19-10/31/19 | Armed Guard | | | 24 | 24 | \$ 23.77 | \$ 13,691.52 |
| 11/01/19-11/25/19 | Armed Guard | | | 24 | 25 | \$ 23.77 | \$ 14,262.00 |
| 11/26/19-11/30/19 | Armed Guard | | | 14 | 5 | \$ 23.77 | \$ 1,663.90 |
| 12/01/19-12/31/19 | Armed Guard | | | 14 | 31 | \$ 23.77 | \$ 10,316.18 |
| 01/01/20-01/31/20 | Armed Guard | | | 14 | 31 | \$ 23.77 | \$ 10,316.18 |
| 02/01/20-02/29/20 | Armed Guard | | | 14 | 29 | \$ 23.77 | \$ 9,650.62 |
| 03/01/20-03/31/20 | Armed Guard | | | 14 | 31 | \$ 23.77 | \$ 10,316.18 |
| 04/01/20-04/30/20 | Armed Guard | | | 14 | 30 | \$ 23.77 | \$ 9,983.40 |
| 05/01/20-05/31/20 | Armed Guard | | | 14 | 31 | \$ 23.77 | \$ 10,316.18 |
| 06/01/20-06/30/20 | Armed Guard | | | 14 | 30 | \$ 23.77 | \$ 9,983.40 |
| Total Labor | | | | | | | \$110,499.56 |

| Material | |
|--|---------------------|
| Monthly Vehicle Cost and Fuel (\$1,867/month for 10 months) | |
| Monthly Itemized Amount: Vehicle- \$1,000.00/Month (estimate) Fuel - \$867.00/Month (estimate) | |
| Total Material | \$ 18,670.00 |

| | |
|---------------------------------|---------------------|
| Total Labor and Material | \$129,169.56 |
|---------------------------------|---------------------|

OPTION - YEAR ONE – Pricing Schedule (CONT'D)

| CENTENNIAL PLAZA SCHEDULE | HOURS OF SERVICE | RATE PER HOUR | COST |
|--|-------------------------|----------------------|---------------------|
| Armed Guard-Regular Rate | 8,631 | \$23.77 | \$205,158.87 |
| Armed Guard-Holiday Rate | 144 | \$35.65 | \$5,133.60 |
| Unarmed Guard-Regular Rate | 0 | \$20.60 | \$0 |
| Unarmed Guard-Regular Holiday | 0 | \$30.90 | \$0 |
| Site Supervisory- Regular Rate | 0 | \$31.69 | \$0 |
| Site Supervisory-Holiday rate | 0 | \$47.53 | \$0 |
| Total Centennial Plaza | 8,775 | | \$210,292.47 |
| 4th STREET STATION SCHEDULE | | | |
| Armed Guard-Regular Rate | 20,048 | 23.77 | \$476,540.96 |
| Armed Guard-Holiday Rate | 336 | 35.65 | \$11,978.40 |
| Unarmed Guard-Regular Rate | 188 | 20.60 | \$3,872.80 |
| Unarmed Guard-Regular Holiday | 0 | 30.90 | \$0 |
| Site Supervisory- Regular Rate | 1,956 | 31.69 | \$61,985.64 |
| Site Supervisory-Holiday rate | 48 | 47.53 | \$2,281.44 |
| Total 4th Street Station | 22,576 | | \$556,659.24 |
| OTHER SCHEDULED SERVICE | | | |
| | COST PER | SCHEDULE | TOTAL COST |
| Facility Patrol Stops | \$10.00 | 6 per shift | \$21,900.00 |
| After Hour Alarm Responses | \$25.00 | 2 per month | \$600.00 |
| Total | | | \$22,500.00 |
| TOTAL NOT-TO-EXCEED COST | | | \$918,621.27 |
| OPTIONAL SERVICES | | | |
| Optional Route Patrols (Hourly Rate) | | \$23.77 | |
| Optional Route Supervision (Hourly Rate) | | \$31.69 | |

OPTION - YEAR TWO – Pricing Schedule

| CENTENNIAL PLAZA SCHEDULE | HOURS OF SERVICE | RATE PER HOUR | COST |
|--|-------------------------|----------------------|---------------------|
| Armed Guard-Regular Rate | 8,631 | \$24.48 | \$211,286.88 |
| Armed Guard-Holiday Rate | 144 | \$36.72 | \$5,287.68 |
| Unarmed Guard-Regular Rate | 0 | \$21.22 | \$0 |
| Unarmed Guard-Regular Holiday | 0 | \$31.82 | \$0 |
| Site Supervisory- Regular Rate | 0 | \$32.64 | \$0 |
| Site Supervisory-Holiday rate | 0 | \$48.96 | \$0 |
| Total Centennial Plaza | 8,775 | | \$216,574.56 |
| 4th STREET STATION SCHEDULE | | | |
| Armed Guard-Regular Rate | 20,048 | \$24.48 | \$490,775.04 |
| Armed Guard-Holiday Rate | 336 | \$36.72 | \$12,337.92 |
| Unarmed Guard-Regular Rate | 188 | \$21.22 | \$3,989.36 |
| Unarmed Guard-Regular Holiday | 0 | \$31.82 | \$0 |
| Site Supervisory- Regular Rate | 1,956 | \$32.64 | \$63,843.84 |
| Site Supervisory-Holiday rate | 48 | \$48.96 | \$2,350.08 |
| Total 4th Street Station | 22,576 | | \$573,296.24 |
| SCHEDULED (BOTH LOCATIONS) | | | |
| | COST PER | SCHEDULE | TOTAL COST |
| Facility Patrol Stops | \$10.00 | 6 per night | \$21,900.00 |
| After Hour Alarm Responses | \$25.00 | 2 per month | \$600.00 |
| TOTAL NOT-TO-EXCEED COST | | | \$812,370.80 |
| OPTIONAL SERVICES | | | |
| Optional Route Patrols (Hourly Rate) | | \$24.48 | |
| Optional Route Supervision (Hourly Rate) | | \$32.64 | |



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.17

TO: Regional Transportation Commission

FROM: Andrew V. Jayankura, P.E., PTOE
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Interlocal Cooperative Agreement with the University of Nevada, Reno for Signal Timing 6 – Phase 1

RECOMMENDATION

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the University of Nevada, Reno (UNR) for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$375,000; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

UNR will provide consulting services to assist RTC in observing, developing and implementing new signal timing at selected corridors in the Reno/Sparks area. This new phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will also focus on weekend signal timing, and update other basic timing parameters. The ICA (see Attachment A) allows the RTC to reimburse UNR up to \$375,000. This agreement term for this ICA will conclude at the end of FY2021. The total available funding for the project is \$1,500,000 through FY 2023.

FISCAL IMPACT

Appropriations for this Agreement are accommodated out of the FY 2020-2021 engineering operating budget.

PREVIOUS ACTIONS BY BOARD

November 16, 2018 Approved CA agreement with UNR for CY 2019

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

ATTACHMENT A

TRAFFIC SIGNAL TIMING 6 – PHASE 1 INTERLOCAL COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into on January 1, 2020, by and between the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (hereinafter the “UNIVERSITY”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

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

WHEREAS, the purpose of this Agreement is to promote increased efficiency in the design, construction and operation of streets and highways in Washoe County, Nevada; and

WHEREAS, the services to be provided by the UNIVERSITY will be of benefit to the RTC and to the people of the Washoe County, Nevada; and

WHEREAS, the UNIVERSITY, through its Civil Engineering Department, is willing and able to perform the technical services needed to supplement those of the RTC for the purpose of traffic engineering related studies;

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

A. RTC agrees to:

1. To reimburse UNIVERSITY, upon the receipt of valid quarterly invoices, for costs of work requested by RTC in an amount not-to-exceed \$62,500.00 quarterly, and \$375,000.00 overall. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A.
2. To allow the UNIVERSITY to observe, review, and inspect associated traffic engineering related projects with the understanding that all items of concern are to be reported to the RTC’s Project Manager.
3. To observe, review, and inspect all work associated with the project during implementation to insure adherence to project standards, specifications, and criteria.

4. In furtherance of University's role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication and/or presentation by the University and RTC acknowledges that University may publish and/or present the results of research conducted in connection with this Agreement.

B. UNIVERSITY agrees to:

1. To provide the RTC, through its Civil Engineering Department, analysis, data collection, and program development services identified in Exhibit B.
2. To invoice the RTC quarterly for reimbursement of costs in an amount not-to-exceed \$62,500.00 quarterly, and \$375,000.00 overall. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A. The UNIVERSITY will provide supporting documentation that the work performed conforms to the tasks and deliverables requested by RTC.

C. It is mutually agreed that:

1. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
2. The performance period of this Agreement is January 1, 2020 to June 30, 2021. No payment shall be made for work accomplished outside the performance period.
3. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

If to UNIVERSITY:

TECHNICAL MATTERS:

Dr. Zong Tian
Department of Civil and Environmental Engineering
University of Nevada, Reno
Reno, NV 89557-0152
Phone: (775) 784-1232
Fax: (775) 784-1390
E-mail: zongt@unr.edu

CONTRACTUAL MATTERS:

Office of Sponsored Projects/325
c/o Director
University of Nevada, Reno
1664 N. Virginia St.
Reno, Nevada 89557
Phone: (775) 784-4040
Fax: (775) 784-6680
E-mail: ospadmin@unr.edu

If to RTC:

Brian Stewart, P.E., Engineering Director
c/o Andrew Jayankura, P.E., PTOE Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1897
Fax: (775) 348-0170
E-mail: ajayankura@rtcwashoe.com

5. The RTC does not provide any warranty that the estimate is an accurate reflection of the final cost. The RTC disclaims any such warranty. The final costs may vary widely depending on the type of work, scope of work, and the manner in which the work is performed. All parties hereto shall be wary in their reliance on the estimates set forth in this Agreement.
6. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.
7. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents, which may occur during or which may arise out of the performance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel. UNIVERSITY indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.
8. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any RTC breach shall never exceed the amount of funds which have

been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

9. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
10. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
13. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
15. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
17. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
19. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
20. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
22. This Agreement, including the program elements to be incorporated herein per part B, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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IN WITNESS WHEREOF, the parties have to have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BOARD OF REGENTS,
NEVADA SYSTEM OF HIGHER
EDUCATION, on behalf of the University of
Nevada, Reno

By _____
Lee Gibson, Executive Director

By _____
Karim Hussein
Director, Sponsored Projects

APPROVED AS TO LEGALITY & FORM:

RTC Chief Counsel

SAMPLE

EXHIBIT A

Project: RTC Traffic Signal Timing 6 Cost Breakdown for FY 2020/2021

| Associate | Quarter 1 (Jan.-March 2020) | | | Quarter 2 (April-June 2020) | | | Quarter 3 (July-Sept. 2020) | | |
|---|-----------------------------|------|--------------------|-----------------------------|------|--------------------|-----------------------------|------|--------------------|
| | Hours | Rate | Amount | Hours | Rate | Amount | Hours | Rate | Amount |
| Faculty and Staff | 80 | 100 | \$8,000.00 | 80 | 100 | \$8,000.00 | 80 | 100 | \$8,000.00 |
| Graduate Students | 650 | 55 | \$35,750.00 | 650 | 55 | \$35,750.00 | 650 | 55 | \$35,750.00 |
| Undergraduate Students | 300 | 30 | \$9,000.00 | 300 | 30 | \$9,000.00 | 300 | 30 | \$9,000.00 |
| Data Collection, Materials, and Program Development | | | \$9,750.00 | | | \$9,750.00 | | | \$9,750.00 |
| | Sub Total | | \$62,500.00 | Sub Total | | \$62,500.00 | Sub Total | | \$62,500.00 |
| | Quarter 4 (Oct.-Dec. 2020) | | | Quarter 5 (Jan.-March 2021) | | | Quarter 6 (April-June 2021) | | |
| | Hours | Rate | Amount | Hours | Rate | Amount | Hours | Rate | Amount |
| Faculty and Staff | 80 | 100 | \$8,000.00 | 80 | 100 | \$8,000.00 | 80 | 100 | \$8,000.00 |
| Graduate Students | 650 | 55 | \$35,750.00 | 650 | 55 | \$35,750.00 | 650 | 55 | \$35,750.00 |
| Undergraduate Students | 300 | 30 | \$9,000.00 | 300 | 30 | \$9,000.00 | 300 | 30 | \$9,000.00 |
| Data Collection, Materials, and Program Development | | | \$9,750.00 | | | \$9,750.00 | | | \$9,750.00 |
| | Sub Total | | \$62,500.00 | Sub Total | | \$62,500.00 | Sub Total | | \$62,500.00 |

| Quarter 1 Corridors | Quarter 2 Corridors | Quarter 3 Corridors |
|---------------------|--------------------------|---------------------|
| N. McCarran Blvd | Kietzke Ln | W. McCarran Blvd |
| Sparks Blvd | Mill St. | S. McCarran Blvd |
| Vista Blvd | Sparks Blvd / Vista Blvd | Virginia St. |
| Quarter 4 Corridors | Quarter 5 Corridors | Quarter 6 Corridors |
| Stead Blvd | Pyramid Way | Downtown Reno |
| Plumb Ln | Rock Blvd | Damonte Ranch |

\$375,000.00 Total

RTC REGIONAL SIGNAL TIMING – PHASE 6

Submitted by

Principal Investigator

Zong Z. Tian, Ph.D., P.E.

Center for Advanced Transportation Education and Research (CATER)

Department of Civil & Environmental Engineering

University of Nevada, Reno

Reno, NV 89557

Email: zongt@unr.edu

Tel: (775)784-1232

October 16, 2019

RTC REGIONAL SIGNAL TIMING – PHASE 6 - 1

The regional signal re-timing project for the Reno-Sparks metropolitan area and the Washoe County is an ongoing collaborative effort among the local agencies. Each year, approximately 300 signalized intersections need to be re-timed to keep the signal timing plans up to date to best serve the ever changing traffic flow conditions. Signal re-timing is considered one of the most effective management and operational strategies with typical benefit-cost ratios ranging between 15:1 and 300:1.

The scope of work of Phase 6 of this project includes the following major tasks.

Task 1: Data Collection

The UNR team will collect necessary traffic/pedestrian volumes, geometry, travel time, and speed data for signal timing design and evaluation. The UNR team will also provide other necessary technical assistance to RTC and other local agencies such as updating basic signal timing parameters (pedestrian WALK, FDW, yellow, and red clearance intervals).

Task 2: Timing Development and Field Implementation

The UNR team will work closely with RTC project manager and city staff on developing and implementing signal timing plans in the region. The following corridors are expected to be re-timed during this phase of the project: N McCarran Blvd, Sparks Blvd, Vista Blvd, Kietzke Ln, Mill St, W McCarran Blvd, S McCarran Blvd, Virginia St, Stead Blvd, Plumb Ln, Pyramid Way, Rock Blvd, Downtown Reno, and Damonte Ranch. Additional corridors may be re-timed based on priorities or citizen complaints.

Task 3: Attend Local Meetings

The UNR team will attend necessary project meetings to discuss new tasks and issues. At least one project meeting will be held each month to ensure project be on schedule.

Task 4: Project Report

Results from the project will be documented in technical reports. The report will include detailed before-after travel run results as well as issues identified and recommendations for improvements.

Proposed Budget

The project period is from January 1, 2020 to June 30, 2021 for a total of 18 months. The total estimated budget is \$375,000, and the detailed breakdown of the cost items is included in the spreadsheet.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction

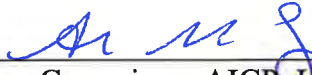
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.18

TO: Regional Transportation Commission

FROM: Andrew V. Jayankura, P.E., PTOE
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Interlocal Cooperative Agreement with the City of Reno for Signal Timing 6 – Phase 1

RECOMMENDATION

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$75,000; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

The City of Reno will provide staff to assist RTC in implementing new signal timing into their respective central traffic system. This new phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will also focus on weekend signal timing, and update other basic timing parameters. The ICA (see Attachment A) allows the RTC to reimburse the City of Reno up to \$75,000. This agreement term for this ICA will conclude at the end of FY2021. The total available funding for the project is \$1,500,000 through FY 2023.

FISCAL IMPACT

Appropriations for this Agreement are accommodated out of the FY 2020-2021 engineering operating budget.

PREVIOUS ACTIONS BY BOARD

November 16, 2018 Approved ICA agreement with City of Reno for CY 2019

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

ATTACHMENT A

TRAFFIC SIGNAL TIMING 6 – PHASE 1 INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into on January 1, 2020, by and between the City of Reno (hereinafter “Reno”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

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

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Reno jurisdictional Boundaries; and

WHEREAS, Reno owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, The RTC has funds available for reimbursement of direct salary and benefit hourly rates for Reno staff working directly on the Project; and,

WHEREAS, Reno supports utilization of its staff on a reimbursable basis for work associated with Project; and

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

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Reno representatives to: oversee the selection of up to one-third of all traffic signals located within the Reno boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Reno in the amount, not to exceed, \$75,000.00 for staff direct salary and benefit hourly rates associated with the Project at the rates listed in Attachment A (subject to automatic adjustment on November 1, 2020).
3. Reimburse Reno monthly for eligible invoiced Project costs within 30 days of receiving invoices from Reno.

4. RTC shall direct RTC staff to complete the work on the Project by June 30, 2021 to the satisfaction of Reno staff. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices.
5. RTC will submit proposed signal timing to Reno for review and approval.

B. Reno agrees to:

1. Assign a designee to represent Reno on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Reno shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Attachment A (subject to automatic adjustment on November 1, 2020).
3. Invoice the RTC no later than June 30, 2021, for final billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Reno shall provide the RTC with quarterly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is January 1, 2020 to June 30, 2021. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Reno: John Flansberg, P.E., Director of Public Works
c/o Kurt Dietrich, P.E, PTOE, Traffic Engineer
City of Reno
P.O. Box 1900
Reno, NV 89505

If to RTC: Brian Stewart, P.E., Engineering Director
c/o Andrew Jayankura, P.E., PTOE, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF RENO

By _____
Lee Gibson, Executive Director

By _____
Hillary L. Schieve, Mayor

APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO FORM:

RTC Chief Counsel

Deputy City Attorney

ATTEST:

Ashley D. Turney, City Clerk

SAMPLE

ATTACHMENT A

| <u>Job Description</u> | <u>Direct Salary and Benefit Hourly Rate</u> |
|--------------------------------|--|
| Traffic Engineer..... | \$86.39 |
| Associate Civil Engineer..... | \$81.20 |
| Traffic Signal Technician..... | \$61.62 |

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.19

TO: Regional Transportation Commission

FROM: Andrew V. Jayankura, P.E., PTOE
Engineer II


Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Interlocal Cooperative Agreement with the City of Sparks for Signal Timing 6 – Phase 1

RECOMMENDATION

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Sparks for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$100,000; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

The City of Sparks will provide staff to assist RTC in implementing new signal timing into their respective central traffic system. This new phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will also focus on weekend signal timing, and update other basic timing parameters. This amount will also cover Sparks’ central traffic central system renewal fee in order to continue software support critical to maintaining traffic signals. The ICA (see Attachment A) allows the RTC to reimburse the City of Sparks up to \$100,000. This agreement term for this ICA will conclude at the end of FY2021. The total available funding for the project is \$1,500,000 through FY 2023.

FISCAL IMPACT

Appropriations for this Agreement are accommodated out of the FY 2020-2021 engineering operating budget.

PREVIOUS ACTIONS BY BOARD

November 16, 2018 Approved ICA agreement with City of Sparks for CY 2019

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

ATTACHMENT A

TRAFFIC SIGNAL TIMING 6 – PHASE 1 INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into on January 1, 2020, by and between the City of Sparks (hereinafter “Sparks”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

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

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Sparks jurisdictional Boundaries; and

WHEREAS, Sparks owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, RTC has funds available for reimbursement of direct salary and benefit hourly rates for Sparks staff working directly on the Project; and

WHEREAS, Sparks supports utilization of its staff on a reimbursable basis for work associated with Project; and

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

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Sparks representatives to: oversee the selection of up to one-third of all traffic signals located within the Sparks boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Sparks in the amount, not to exceed, \$100,000.00 for staff direct salary and benefit hourly rates associated with the Project at the rates listed in Attachment A (subject to automatic adjustment on November 1, 2020).
3. Reimburse Sparks monthly for eligible invoiced Project costs within 30 days of receiving invoices from Sparks.
4. RTC shall direct RTC staff to complete the work on the Project by June, 30 2021 to the satisfaction of Sparks staff. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices or as directed by Sparks Transportation Manager.

5. RTC will submit proposed signal timing to Sparks for review and approval.

B. Sparks agrees to:

1. Assign a designee to represent Sparks on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Sparks shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Attachment A (subject to automatic adjustment on November 1, 2020).
3. Invoice the RTC no later than June 30, 2021, for final billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Sparks shall provide the RTC with quarterly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is January 1, 2020 to June 30, 2021. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.
4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Sparks: Neil C. Krutz, City Manager
 c/o Jon Ericson, City Engineer
 City of Sparks
 P.O. Box 857
 Sparks, NV 89432

If to RTC: Brian Stewart, P.E., Engineering Director
c/o Andrew Jayankura, P.E., PTOE, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION CITY OF SPARKS
OF WASHOE COUNTY

By _____
Lee Gibson, Executive Director

By _____
Ronald E. Smith, Mayor

APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO FORM:

RTC Chief Counsel

City Attorney

ATTEST:

Lisa Hunderman, City Clerk

SAMPLE

ATTACHMENT A

| <u>Job Description</u> | <u>Direct Salary and Benefit Hourly Rate</u> |
|--|--|
| Transportation Manager..... | \$83.72 |
| Transportation Services Coordinator..... | \$77.52 |
| Crew Supervisor..... | \$56.41 |
| Signal Technician..... | \$54.05 |

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 3.20

TO: Regional Transportation Commission

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



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Transfer of right of way to the Nevada Department of Transportation previously relinquished to the Regional Transportation Commission for a portion of Double R Boulevard

RECOMMENDATION

Approve a transfer of right of way from the Regional Transportation Commission (RTC) to the Nevada Department of Transportation (NDOT) previously relinquished to RTC for a portion of Double R Boulevard.

SUMMARY

At the November 17, 2000, Commission meeting, the RTC Commission approved a resolution whereby NDOT relinquished right of way for a portion of Double R Boulevard (see Attachment A) to the RTC. The RTC planned to use the relinquished right of way for the construction of a proposed road and then transfer the road to the city or county. The proposed road, however, was never constructed.

The deed transferring the relinquished right of way to the RTC provides that all right, title and interest in the property reverts back to NDOT if the purpose for which the right of way was relinquished ceases to exist. After meetings between RTC and NDOT staff, it was decided that the relinquished right of way should be transferred back to NDOT as provided for in the deed. RTC staff seeks the approval of the Commission to transfer the right of way back to NDOT.

FISCAL IMPACT

No fiscal impact will result from this action.

PREVIOUS ACTIONS BY BOARD

November 17, 2000 Approved a resolution consenting to relinquishment by the Nevada Department of Transportation of right of way for a portion of Double R Boulevard, a.k.a. Wilbur Mays Parkway, and transfer of same to the Regional Transportation Commission.

ADDITIONAL BACKGROUND

As part of the I-580 extension project, Patriot to Mt Rose Highway, NDOT secured right-of-way for portions of Zolezzi Lane (now known as Damonte Ranch Parkway) and Wilbur Mays Parkway (now known as Double R Boulevard). NDOT's acquisition of a 100-foot right-of-way for the south leg of Double R Boulevard at its intersection with Damonte Ranch Parkway occurred 1994. At the time of acquisition, the 100-foot right-of-way was obtained to accommodate a major arterial roadway facility.

Since 1994, RTC's Regional Transportation Plan has changed so that Double R Boulevard (south of Damonte Ranch Parkway) was no longer a road of regional significance and identifies Damonte Ranch Parkway as the major north/south arterial through the Southeast Truckee Meadows Specific Plan Area. Through NDOT's consultation with RTC, City of Reno, and Washoe County, it determined the right-of-way corridor could be reduced, allowing public access with a 42-foot minor collector right-of-way.

After Damonte Ranch Parkway had been constructed, NDOT relinquished the remaining 42-foot right-of-way corridor to RTC. RTC approved the Resolution allowing the Nevada State Transportation Board to approve the same.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment



Nevada Department of Transportation
Right-of-Way Division
Attn: Walter McClellan
1263 S. Stewart St.
Carson City, NV 89712
Ptn. of APN's 160-030-05
160-520-05
160-520-29

Control Section WA-74
Project QF-395-2(17)
E.A. 71565
Route I-580 Former Route US-395
Parcel: B
LEGAL DESCRIPTION PREPARED BY:
GARY O. WHEELER, P.L.S.
STATE OF NEVADA, Lic. No. 12685
*9475 Double "R" Blvd
Ste. 8
Reno, NV 89511*

**RESOLUTION OF RELINQUISHMENT
OF A PORTION OF STATE HIGHWAY RIGHT-OF-WAY**

WHEREAS, the State of Nevada, Department of Transportation, presently holds a fee simple interest in that certain right-of-way for a portion of Wilbur Mays Parkway, extending from the southerly right-of-way line of Damonte Ranch Parkway, to a point 783 feet southerly; and

WHEREAS, said right-of-way is delineated by shading and identified as parcel number B on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in NRS 408.527, the Nevada Department of Transportation may, by resolution of the board, relinquish to cities and counties any portion of any State highway which has been superseded by relocation or which the department determines exceeds its needs. If the purpose for which it is relinquished is abandoned or ceases to exist, then all right, title and interest of the city or county reverts back to the department; and

WHEREAS, said right-of-way is of no further contemplated use by the State of Nevada, Department of Transportation due to that portion of Wilbur Mays Parkway being in excess of its needs; and



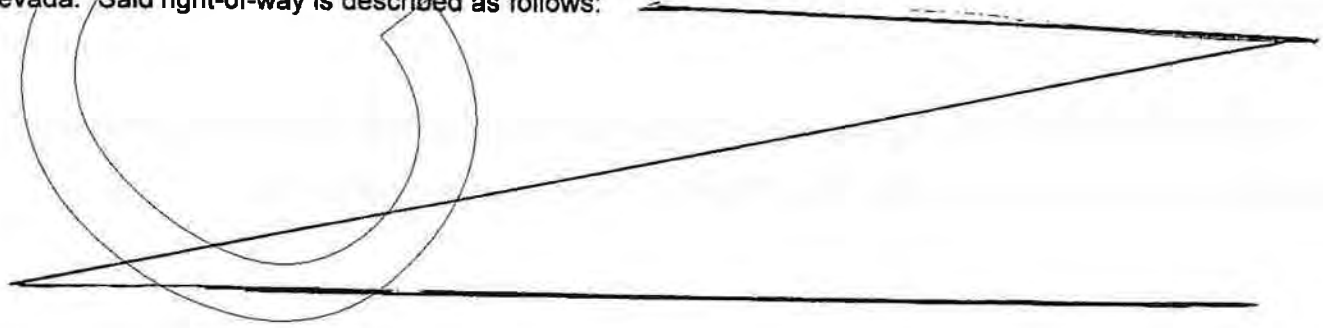
WHEREAS, the Washoe County Regional Transportation Commission has requested the relinquishment of aforesaid portion of highway for the purpose of a roadway system.

WHEREAS, Washoe County Regional Transportation Commission, entered into an agreement with the Nevada Department of Transportation on November 17, 2000, to accept the hereinafter described designated road as a part of the County of Washoe road system; and

WHEREAS, Washoe County Regional Transportation Commission, of the State of Nevada, consented by resolution passed and adopted on November 17, 2000, to the Nevada Department of Transportation relinquishing the aforesaid portion of said road to the Washoe County Regional Transportation Commission.

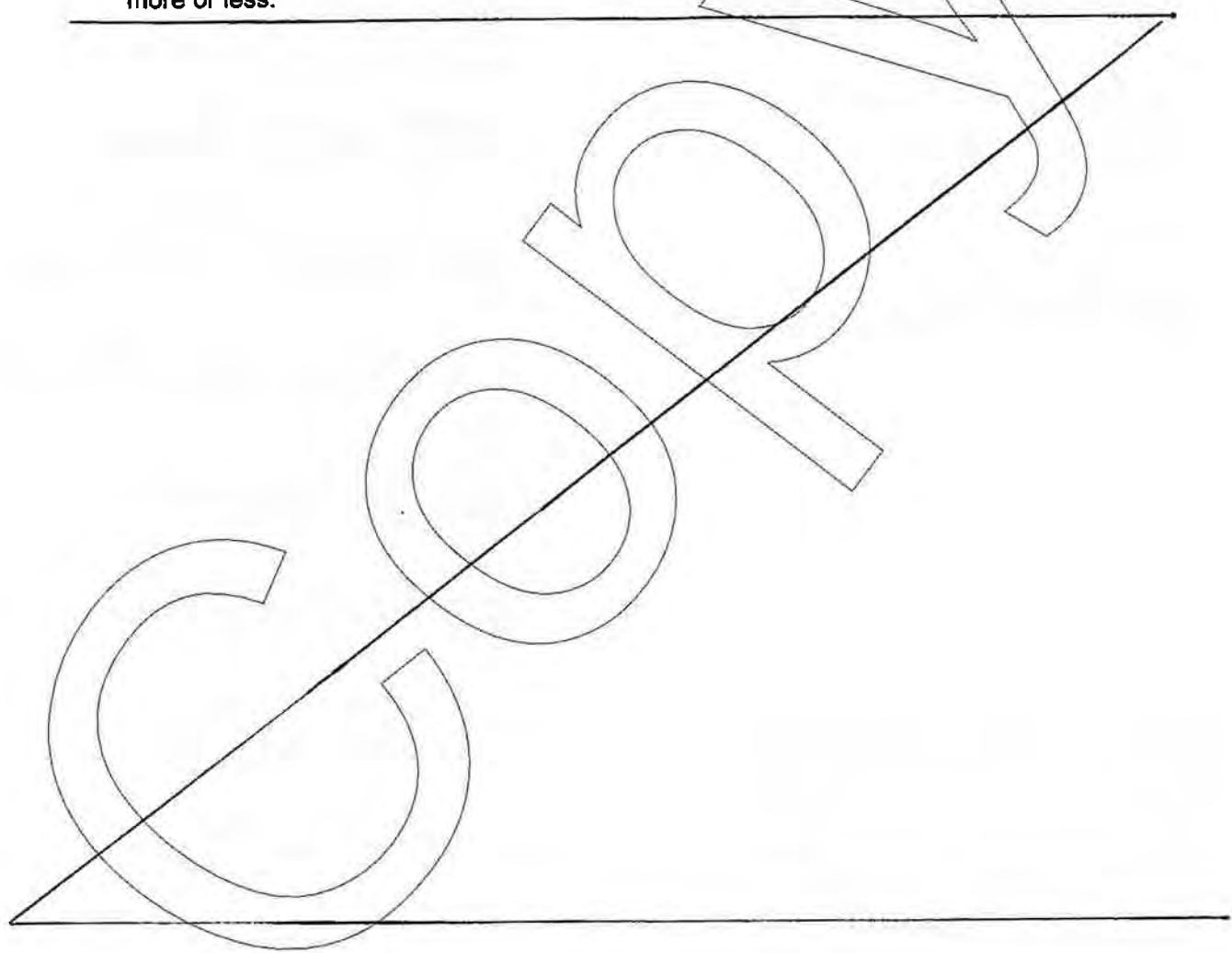
WHEREAS, NRS 408.527 provides that the Department of Transportation may relinquish any portion of a State Highway which has been superseded by relocation or which the department determines exceeds its needs after the department and a city or county have entered into an agreement and the city or county legislative body has adopted a resolution consenting thereto.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation, State of Nevada, that the following described right-of-way and incidents thereto, being all that land, delineated by shading and identified as parcel number B on Exhibit "A" attached hereto and made a part hereof, is hereby relinquished to the Washoe County Regional Transportation Commission of the State of Nevada. Said right-of-way is described as follows:





BEGINNING at a point on the right or southerly right-of-way line of Damonte Ranch Parkway (former Zolezzi Lane), 80.00 feet right of and at right angles to Highway Engineer's Station "Z" 39+97.17 P.O.B.; said point of beginning further described as bearing N. 30°10'43" E. a distance of 2,217.33 feet from the southwest corner of Section 16, T. 18 N., R. 20 E., M.D.M.; thence along a line N. 55°21'16" E., 156.10 feet; thence along the arc of a non-tangent curve to the left having a tangent bearing of S. 55°21'16" W. and a radius length of 60.00 feet, through a central angle of 83°21'16", and an arc length of 87.29 feet; thence along a line S. 28°00'00" E., 144.02 feet; thence along the arc of a tangent curve to the right with a radius length of 521.00 feet, through a central angle of 28°51'25", and an arc length of 262.40 feet; thence along a line S. 00°51'29" W., 242.60 feet; thence along a line N. 89°23'14" W., 42.00 feet; thence along a line N. 00°51'29" E., 242.78 feet; thence along the arc of a tangent curve to the left with a radius length of 479.00 feet, through a central angle of 28°51'29", and an arc length of 241.26 feet; thence along a line N. 28°00'00" W., 125.55 feet; thence along the arc of a tangent curve to the left with a radius length of 60.00 feet, through a central angle of 90°00'00", and an arc length of 94.25 feet to the point of beginning, said parcel contains an area of 0.70 acres (30,529 square feet), more or less.





The parties acknowledge that this document serves as the required agreement and resolution with and by the local body and that no relinquishment can occur until the Department of Transportation, Board of Directors approves of this relinquishment.

It is the intent of the Department of Transportation to relinquish to the Washoe County Regional Transportation Commission all of the Department's right, title and interest in and to the aforesaid described right-of-way as shown by shading on Exhibit "A", attached hereto and made a part hereof.

DATED this 31st day of August, 2001.

APPROVED AS TO LEGALITY AND FORM:

Brian Hutchins
Brian Hutchins
Deputy Attorney General
Chief Counsel

ATTEST:
Jeffrey Fontaine
Jeffrey Fontaine, Secretary to the Board

STATE OF NEVADA,
DEPARTMENT OF TRANSPORTATION
BOARD OF DIRECTORS

Kenny Guinn
Kenny Guinn, Chairman

Lorraine Hunt
Lorraine Hunt, Member VICE-CHAIR

Frankie Sue Del Papa
Frankie Sue Del Papa, Member

Kathy Augustine
Kathy Augustine, Member

James A. Thornton
James A. Thornton, Member

Thomas G. Gust
Thomas G. Gust, Member

Rev. Caesar J. Caviglia
Rev. Caesar J. Caviglia, Member

Certified a true and correct copy of the original which is on file at the Headquarters office of the State of Nevada, Department of Transportation, Carson City, Nevada.
Walter P. Hill
STAFF SPECIALIST

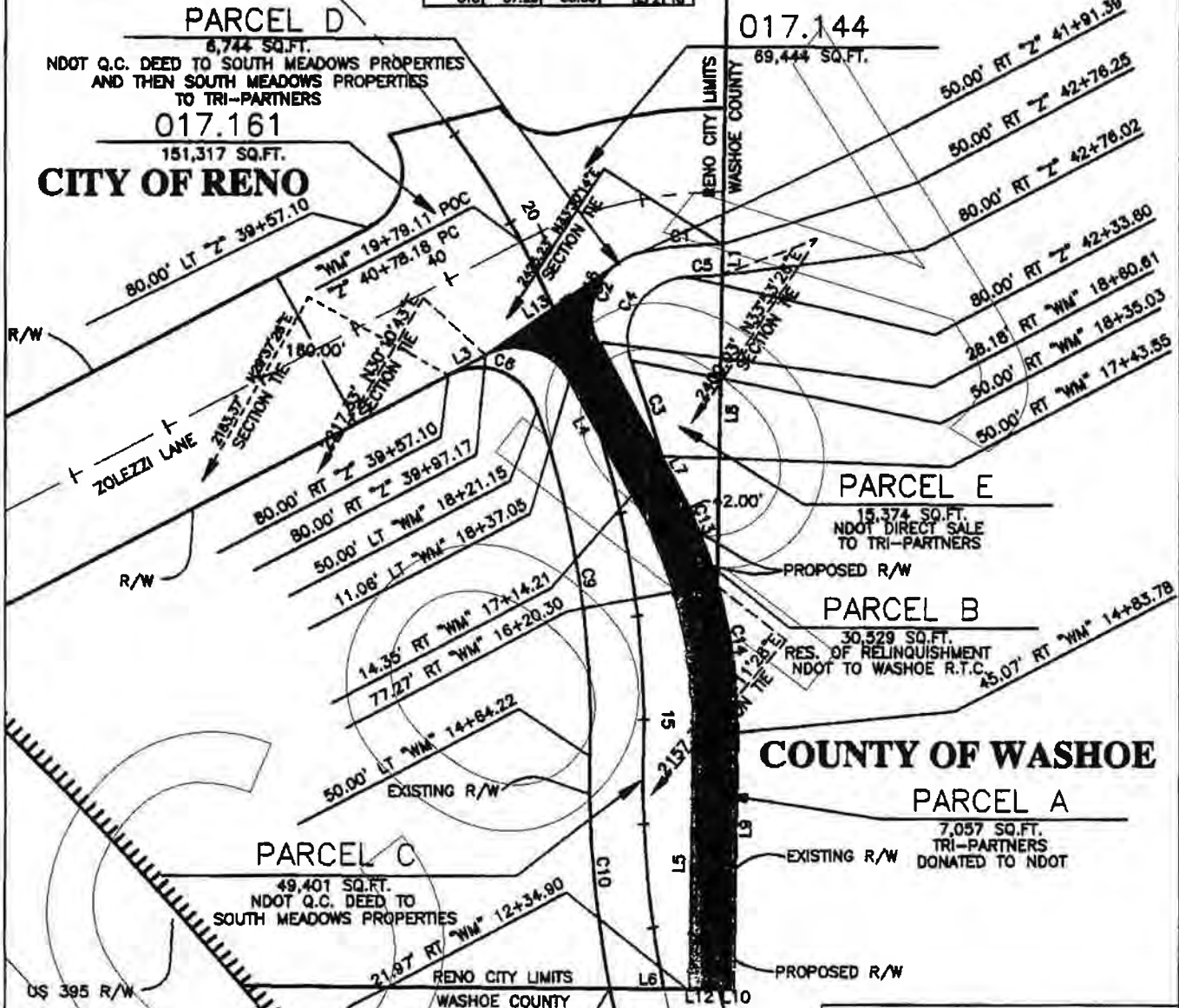


| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 30.00 | S00°51'28"W |
| L2 | 123.90 | N88°00'00"W |
| L3 | 40.08 | N82°00'00"E |
| L4 | 125.88 | S28°00'00"E |
| L5 | 242.78 | S00°01'28"W |
| L6 | 75.91 | N88°23'14"W |
| L7 | 20.52 | N88°00'00"W |
| L8 | 298.78 | S00°01'28"W |
| L9 | 242.80 | N00°01'28"E |
| L10 | 13.38 | S88°23'14"E |
| L11 | 352.14 | S00°01'28"W |
| L12 | 28.70 | N88°23'14"W |
| L13 | 158.10 | N58°21'18"E |

| CURVE TABLE | | | |
|-------------|--------|---------|------------|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 74.30 | 350.00 | 12°08'47" |
| C2 | 111.23 | 60.00 | 108°13'11" |
| C3 | 88.03 | 1000.00 | 08°14'28" |
| C4 | 108.82 | 60.00 | 104°00'23" |
| C5 | 33.84 | 320.00 | 08°04'34" |
| C6 | 103.73 | 60.00 | 89°03'03" |
| C7 | 84.28 | 60.00 | 90°00'00" |
| C8 | 241.28 | 478.00 | 28°01'28" |
| C9 | 338.08 | 850.00 | 20°27'02" |
| C10 | 228.10 | 1050.00 | 12°17'08" |
| C11 | 78.78 | 80.00 | 72°20'20" |
| C12 | 44.88 | 1050.00 | 02°28'07" |
| C13 | 113.60 | 821.00 | 12°28'31" |
| C14 | 148.81 | 821.00 | 18°21'54" |
| C15 | 38.11 | 850.00 | 02°17'54" |
| C16 | 87.29 | 60.00 | 83°21'18" |

P/L 12/11/00

2592457
68/31/2001
5 of 6



STATE OF NEVADA
DEPT. OF TRANSPORTATION R/W DIVISION
DATE: DECEMBER 11, 2000
EXHIBIT "A"
APPROVED: *Halana Salangan*
FOR WASHOE R/W ENGINEER
SCALE: 1"=150'
SHEET 1 OF 1 SHEETS

COPY

DOC # 2592457

08/31/2001 04:17P Fee:NC

BK1

Requested By
NEVADA STATE

Washoe County Recorder
Kathryn L. Burke - Recorder
Pg 5 of 6 RPTT 0.00





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 4.1

TO: Regional Transportation Commission

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



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: NDOT Spaghetti Bowl Express (SBX) Project Update

RECOMMENDATION

Receive a report on the NDOT Spaghetti Bowl Project and provide input accordingly.

SUMMARY

Receive a report from the Nevada Department of Transportation (NDOT) regarding progress of the SBX.

FISCAL IMPACT

There is no RTC cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

| | |
|--------------------|--|
| September 20, 2019 | Received report on the Spaghetti Bowl Project. |
| August 16, 2019 | Received report on the Spaghetti Bowl Project. |
| October 22, 2018 | Acknowledged receipt of an update on the project |

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

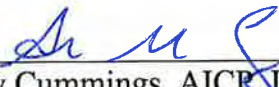
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 4.2

TO: Regional Transportation Commission

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



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Local Public Agency Cooperative Agreement Amendment No. 1 with the Nevada Department of Transportation (NDOT) for the Spaghetti Bowl Xpress (SBX) Project

RECOMMENDATION

Approve Amendment No. 1 to Cooperative Agreement Number R170-19-015 with NDOT for installing Phase 1 of the Spaghetti Bowl Project otherwise known as the Spaghetti Bowl Xpress (SBX) in the total amount of \$30,000,000 spread over four fiscal years; authorize the RTC Chairman to execute the amendment.

SUMMARY

The amendment (see attachment A) updates the payment schedule for the Agreement. The Agreement defines the rolls and responsibilities for the construction of the SBX Project using \$30,000,000 total in fuel tax funds. The project consists of restriping and signing Eastbound I-80 so that two (2) lanes are dedicated to I-580 exit; revise the Wells Avenue entrance ramp to Eastbound I-80 to a parallel entrance and metered; widen the Eastbound I-80 to Southbound I-580 ramp to two (2) lanes; restore the third Southbound I-580 lane at the Spaghetti Bowl; provide Southbound I-580 lane balance between I-80 and the Villanova Exit; perpetuate existing drainage and add additional lighting, signing, and ITS facilities; improve landscape and aesthetic features; and relocate utilities as necessary to accommodate the proposed highway improvements.

FISCAL IMPACT

Funding for this contribution are included in the RTC FY 2020 Board approved budget.

The following is a summary of the fiscal obligation of the RTC.

| RTC Fuel Tax Funds | | |
|---|--|-------------------------------------|
| Fiscal Year | Payment Dates | Total Amount per Fiscal Year |
| FY 2020 | Quarterly Payments of \$2,500,000 on March 30, 2020 and on June 30, 2020 | \$ 5,000,000 |
| FY 2021 | Quarterly Payments of \$2,500,000 on September 30, 2020, December 30, 2020, March 30, 2021 and June 30, 2021 | \$10,000,000 |
| FY 2022 | Quarterly Payments of \$2,500,000 on September 30, 2021, December 30, 2021, March 30, 2022 and June 30, 2022 | \$10,000,000 |
| FY 2023 | Quarterly Payments of \$2,500,000 on September 30 ,2022 and on December 30, 2022 | \$ 5,000,000 |
| TOTAL FUNDING FOR RTC CONTRIBUTION | | \$30,000,000 |

PREVIOUS ACTIONS BY BOARD

- April 19, 2019 Approved Local Public Agency Cooperative Agreement with Nevada Department of Transportation for Spaghetti Bowl Xpress Project
- January 18, 2019 Adopted the FY 2020 Fuel Tax Program of Projects that included the SBX Project.

ADDITIONAL BACKGROUND

NDOT cancelled the original Design-Build procurement and began work to deliver the project following a traditional Design-Bid-Build procurement; however, an unsolicited proposal to complete the project under a Design-Build was received. NDOT reviewed the unsolicited proposal under NRS and the Pioneer Procedures. After the evaluation by staff, the State Board of Transportation directed staff to begin negotiations with Ames/Q&D (who submitted the unsolicited proposal) to deliver the SBX as a Design-Build Project.

SBX Project benefits include the following:

- I-80 eastbound backup approaching the eastbound exit to I-580/US395 is greatly reduced or eliminated;
- The weaving movement between Wells and the I-80 eastbound exit to I-580/US395 is greatly improved;
- The eastbound I-80-to-southbound I-580/US395 movement backup is greatly reduced or eliminated;
- Southbound I-580/US395 backup is eliminated at the Spaghetti Bowl;

- Weaving between the I-80-to-I-580/US395 ramps and Second Street/Glendale Avenue is improved; and
- The Second Street/Glendale Avenue and Mill Street weave is fixed.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this agenda item.

Attachment

Amendment No. 1 to
Cooperative Agreement No. R170-19-015

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, Nevada 89502, hereinafter called the "RTC".

WITNESSETH:

WHEREAS, on May 20, 2019, the parties entered into Agreement No. R170-19-015 to complete the Phase 1 of the ultimate improvements that are detailed in the Spaghetti Bowl Environmental Impact Statement (EIS), otherwise known as the Spaghetti Bowl Xpress (SBX), which consists of restriping and signing Eastbound I-80 so that two (2) lanes are dedicated to I-580 exit; revise the Wells Avenue entrance ramp to Eastbound I-80 to a parallel entrance and metered; widen the Eastbound I-80 to Southbound I-580 ramp to two (2) lanes; restore the third Southbound I-580 lane at the Spaghetti Bowl; and provide Southbound I-580 lane balance between I-80 and the Villanova Exit; perpetuate existing drainage and add additional lighting, signing, and ITS facilities; improve landscape and aesthetic features; and relocate utilities as necessary to accommodate the proposed highway improvements, hereinafter called the "PROJECT"; and

WHEREAS, the DEPARTMENT cancelled the Design-Build procurement for the PROJECT and desired to deliver it using traditional Design-Bid-Build; and

WHEREAS, the DEPARTMENT received an unsolicited proposal to design and build the PROJECT thus maintaining the Design-Build delivery method originally contemplated; and

WHEREAS, the purpose of this Amendment is to modify the dates of the RTC's CONTRIBUTION; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. R170-19-015.

NOW, THEREFORE, the parties agree as follows:

A. Article I, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:

1. To fund Thirty Million and No/100 Dollars (\$30,000,000.00) of the PROJECT, hereinafter called the RTC CONTRIBUTION. The following is a summary of the RTC CONTRIBUTION with identified funding sources:

RTC CONTRIBUTION TO THE PROJECT: \$30,000,000.00

RTC Local Funds

FY 2020

\$ 5,000,000.00

Quarterly payments of \$2,500,000.00 each on March 30, 2020 and June 30, 2020

FY 2021

\$10,000,000.00

Quarterly payments of \$2,500,000.00 each on September 30, 2020, December 30, 2020, March 30, 2021, and June 30, 2021

FY 2022

\$10,000,000.00

ATTACHMENT A

Quarterly payments of \$2,500,000.00 each on September 30, 2021, December 30, 2021, March 30, 2022, and June 30, 2022

FY 2023
Quarterly payments of \$2,500,000.00 each on September 30, 2022 and December 30, 2022 \$ 5,000,000.00

TOTAL FUNDING FOR RTC CONTRIBUTION \$30,000,000.00

B. All of the other provisions of Agreement No. R170-19-015 dated May 20, 2019, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Regional Transportation Commission

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

Bob Lucey, Chairman

Director

Approved as to Form:

Approved as to Legality and Form:

Dale Ferguson, RTC Legal Counsel

Deputy Attorney General



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

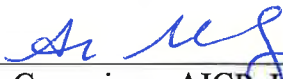
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Dan Doenges, PTP, RSP
Planning Manager/Interim Director
of Planning



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Amendment No. 1 to the FFY 2020-2024 Regional Transportation Improvement Program

RECOMMENDATION

Approve the resolution adopting Amendment No. 1 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process.

SUMMARY

The RTIP provides documentation of regional, multimodal transportation improvements and funding sources over a five year period.

Amendment No. 1 has been initiated due to a proposed change by the Nevada Department of Transportation (NDOT) in the funding source and amount for the Spaghetti Bowl Express (SBX) project. The project is currently programmed with approximately \$162,000,000 using state, local, Surface Transportation Block Grant (STBG), and National Highway Performance Program (NHPP) funds. However, NDOT is proposing to replace all federal funds with state funds and to increase the amount of funding for the project. The updated project cost will be \$223,005,000. No change to the amount of the RTC fuel tax contribution to the project will be made as a result of this amendment. The project listing is attached.

As the Metropolitan Planning Organization (MPO) for the region, the RTC must periodically adopt a self-certification statement. This statement certifies that the RTC is carrying out the metropolitan planning process in accordance with all applicable requirements.

FISCAL IMPACT

The SBX project will be designed and constructed with a combination of State Gas Tax, NDOT Bonding, and RTC Fuel Tax. \$30 million in RTC funding was approved by the RTC Board through a cooperative agreement on April 19, 2019. This agreement is being amended to reflect

the current project schedule but no change in amount of RTC funding will occur. In addition, funding for development of the FFY 2020-2024 RTIP amendment is included in the FY 2020 – FY 2021 Unified Planning Work Program.

PREVIOUS ACTIONS BY BOARD

| | |
|--------------------|--|
| September 20, 2019 | Approved the FFY 2020-2024 RTIP |
| April 19, 2019 | Approved resolution supporting SBX project and cooperative funding agreement |

ADDITIONAL BACKGROUND

An air quality analysis for the proposed amendment was not required as the scope of the project has not changed and has already been determined to meet transportation conformity requirements.

A public comment period preceded this public hearing (November 27 to December 19). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal per the RTC Public Participation Plan. No comments have been received to date.

ADVISORY COMMITTEE(S) RECOMMENDATION

The Technical Advisory Committee met on December 4, 2019 and recommended approval of the amendment. The Citizens Multimodal Advisory Committee did not meet due to weather concerns.

Attachments

RESOLUTION

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 1 TO THE FEDERAL FISCAL YEARS (FFY) 2020-2024 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

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

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

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2020-2024 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds Amendment No. 1 to the FFY 2020-2024 RTIP in conformance with the 2040 Regional Transportation Plan (RTP) ; and

WHEREAS, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP 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 2020-2024 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2020-2024 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 1 to the FFY 2020-2024 Regional Transportation Improvement Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on December 20, 2019.

Bob Lucey, Chair
Regional Transportation Commission

STATE OF NEVADA)
 §
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,
2019, by _____, Chair of the Regional Transportation Commission.

Notary Public

**Regional Transportation Commission of Washoe County
MPO Self Certification and Federal Certification**

The Regional Transportation Commission of Washoe County (RTC) certifies that the metropolitan planning process is being carried out in accordance with all applicable requirements including:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR Part 450;
2. Sections 174, 176(c) and 176(d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c), 7506(d)), and 40 CFR Part 93;
3. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the MAP-21 (Pub. L. 112-141) and 49 CFR Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender;
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities; and
11. Public notice of public involvement activities and time established for public review and comment on the Regional Transportation Improvement Program will satisfy the Program of Projects requirements of the Section 5307 Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a certification adopted at a legally convened meeting held on December 20, 2019.

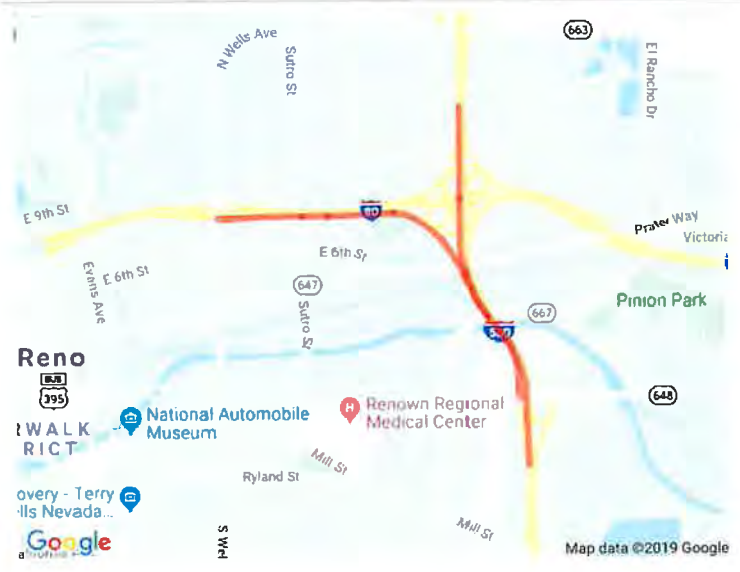
Bob Lucey, Chair
Regional Transportation Commission

ALL Transportation Improvement Program, 20-03 Amendment 2020-2024

1 Projects Listed

| | | | | | | | |
|-----------------------|--|--------------------|-----------------------------|-----------------|------------|---------------------|---------------|
| State TIP ID | WA20180043 | MPO/TIP | RTC Washoe 20-03 | Local ID | | Total Cost | \$223,005,000 |
| Lead Agency | Nevada DOT | Contact | Jenica Keller (775)888-7592 | NDOT | District 2 | County | WASHOE |
| Project Type | Rd Improvement | Air Quality | Non-Exempt | TCM | Yes | Construction | 2020 start |
| Project Name | I 580 Improvements South of Spaghetti Bowl | | | | | | |
| Project Limits | At From I 80 To Mill Street Interchange of Distance (mile) 1.27 Begin: 24.47 End: 25.74 | | | | | | |
| Description | Reconfigure Wells Ave Entrance to EB I 80. Widen EB I 80 to SB I 580 Ramp to 2 lanes. Widen I 580 SB to 3 lanes. Rehab/Replace 7 Bridges. Add sound walls. | | | | | | |

| Phase | Fund Source | Prior | FY2020 | FY2021 | FY2022 | FY2023 | FY2024 | Future | Total |
|-------|--------------------------------------|---------------------|----------------------|--------|--------|--------|--------|--------|----------------------|
| PE | State Gas Tax | \$11,005,000 | - | - | - | - | - | - | \$11,005,000 |
| | <i>Total Preliminary Engineering</i> | \$11,005,000 | - | - | - | - | - | - | \$11,005,000 |
| ROW | State Gas Tax | \$12,000,000 | - | - | - | - | - | - | \$12,000,000 |
| | <i>Total Right of Way</i> | \$12,000,000 | - | - | - | - | - | - | \$12,000,000 |
| CON | Local Fund | - | \$30,000,000 | - | - | - | - | - | \$30,000,000 |
| CON | NDOT Bond | - | \$100,000,000 | - | - | - | - | - | \$100,000,000 |
| CON | State Gas Tax | - | \$70,000,000 | - | - | - | - | - | \$70,000,000 |
| | <i>Total Construction</i> | - | \$200,000,000 | - | - | - | - | - | \$200,000,000 |
| | Total Programmed | \$23,005,000 | \$200,000,000 | - | - | - | - | - | \$223,005,000 |



Version History

| TIP Document | MPO Approval | State Approval | FHWA Approval | FTA Approval |
|---------------------------|--------------|----------------|---------------|--------------|
| 19-00 Adoption 2019-2023 | 08/17/2018 | 09/17/2018 | 09/19/2018 | 09/18/2018 |
| 20-00 Adoption 2020-2024 | 09/20/2019 | 09/30/2019 | 10/21/2019 | 10/07/2019 |
| 20-03 Amendment 2020-2024 | Pending | Pending | Pending | N/A |

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Positive change in cost over \$5 Million and greater than twenty percent (20%) of the estimated dollar amount of the project is requested and/or anticipated.

Funding Change(s):

Total project cost increased from \$162,000,000 to \$223,005,000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 6.1

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Director's Report

Monthly verbal update/messages from RTC Interim Executive Director Amy Cummings – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 6.2

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Federal Report

Monthly update/messages from RTC Interim Executive Director Amy Cummings – *no action will be taken on this item.*

Federal Update for RTC of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
December 6, 2019 Board Meeting

Appropriations

Congress passed a second continuing resolution (CR) on November 21st, the end of the first CR, to keep the government funded through December 20th. The CR included an amendment that repeals the \$7.6 billion rescission in unobligated budget authority currently scheduled to go into effect in July 2020. This would essentially be a 12% cut to transit formula programs. The amendment, which passed 82-11, was introduced by Senator Jones (D-AL) and Senator McCally (R-AZ).

Before Thanksgiving recess, appropriators decided on how to divide funding among the 12 appropriation bills, but now they'll need to determine how to distribute the money among the various agencies and programs. There is some doubt that all 12 spending bills can pass on time, leading to speculation about which bills can be approved this year and which departments will have to operate on another continuing resolution running into early next year. The concerns are mostly with respect to Homeland Security and Military Construction-VA, along with Labor-HHS-Education.

According to Congressional Quarterly, due to the House levels used by appropriators, the House needed to "cut about \$15 billion in spending from [non-defense] accounts and increase defense discretionary spending...by \$5 billion." This is being accomplished in conference. Even with cuts to the Transportation-HUD bill, it will still produce funding levels at or, in many cases, above FAST Act levels.

Buses and Bus Facilities

Secretary Chao announced the Bus and Bus Facilities grant program FY19 awardees. A total of \$423 million in grants were awarded to a total of 94 projects in 42 states. This year the Federal Transit Administration (FTA) received applications for 318 eligible projects totaling approximately \$1.9 billion in funding requests, from a total of 270 applicants.

Mobility for All Grant

The U.S. Department of Transportation released a notice of funding opportunity (NOFO) for \$3.5 million in the Mobility for All grant program. The NOFO provides, "This funding opportunity seeks to improve mobility options through employing innovative coordination of transportation strategies and building partnerships to enhance mobility and access to vital community services for older adults, individuals with disabilities, and people of low income." Applications must be submitted by Monday, January 6, 2020.

The goals of this pilot program are to:

- Increase access to funding sources that can fund transportation;
- Fill gaps in service and reduce duplication; and
- Provide more efficient service to underserved populations in rural and small urban areas.

The NOFO states that "successful applicants will demonstrate progress towards implementing single same-day, door-to-door service to improve mobility in their community, and increasing efficiency by using the same vehicles to transport passengers whose trips are funded via different Federal programs."

BUILD Grant

Secretary Chao joined Governor DeSantis in Florida to announce the \$900 million in Better Utilizing Investments to Leverage Development (BUILD) grants awarded to 55 projects in 35 states. Florida received the most BUILD funding, with grants totaling \$62.4 million.

The 2019 BUILD grant award breakdown, according to Eno Transportation, is as follows: 10% to transit (\$84.6 million), 2% to aviation (\$18.7 million), 15% to maritime (\$128.5 million), 5% to rail (\$48.3 million), and 68% to road projects (\$603.3 million).

In her remarks, Secretary Chao said, "Let me note that the U.S. Department of Transportation is placing special emphasis on working with rural communities around the country to promote safety, innovation, and economic competitiveness." Secretary Chao also said, "These investments are especially timely because—thanks to this Administration's pro-growth policies—our country's economy is booming. The unemployment rate across the country is at a 50-year low. Wages are rising...and GDP continues to grow at a healthy rate."

USDOT Technology Council

The U.S. Department of Transportation is seeking comments on "projects, issues, or topics that DOT should consider through the [Non-Traditional and Emerging Transportation Technology (NETT) Council], including regulatory models and other alternative approaches for non-traditional and emerging transportation technologies." Comments are due by January 10, 2020. Questions in the notice to prompt responses include, but are not limited to:

1. Are there existing Federal transportation laws or regulations that inhibit innovation by creating barriers to testing, certifying or verifying compliance, or operating non-traditional and emerging transportation technologies?
2. How can Federal policies, regulations, or legislation be used to foster mobility service providers, remove barriers to new non-traditional and emerging transport operations, or promote safe, efficient, environmentally sound and user-friendly mobility systems?
3. What standards or code of conduct are relevant to ensuring a balance between supporting innovation and ensuring the safety of transportation infrastructure and the traveling public?

APTA Project Management Oversight Comments

APTA submitted comments to the Federal Transit Administration's notice of proposed rulemaking regarding Project Management Oversight (PMO). APTA requested that FTA raise the capital project cost threshold from \$100 million to \$500 million, in line with the Federal Highway Administration (FHWA), and above FTA's proposal to increase it to \$300 million. APTA stated: "It is appropriate and necessary to have a "OneDOT" approach to oversight by having a consistent oversight threshold for FTA and FHWA."

APTA also noted concerns over project sponsors participation in the PMO decision-making process, supporting greater inclusion by project sponsors. The comments also include a discussion of scalability in the PMO rulemaking basing oversight on the experience level of the project sponsors. The comment also includes recommendations on definitions, saying, "APTA members believe it is important to maintain "full funding agreement" definition or moving to the term "construction grant agreement" because it represents the enforcement vehicle through which the FTA and project sponsor agree to construct a project and covers a broader scope of capital projects.

Infrastructure Debate

Members of the Association of Equipment Manufacturers, the International Union of Operating Engineers, the Transportation Workers Union, the American Society of Civil Engineers, the American Public Transportation Association, the Value of Water Campaign and the American Road and Transportation Builders Association will host a forum for presidential candidates to discuss infrastructure issues in Las Vegas over Presidents Day weekend, February 15-17.

Heritage Foundation reauthorization priorities

The Heritage Foundation has released a report on, "Improving Surface Transportation Through Federalism" (attached). Using history as our guide, many of these principles and recommendations could find themselves in the President's 2021 Budget Request to Congress; though, as you're likely aware, the vast majority of the President's budget request is largely dismissed by Congress.

Specific policy changes include:

- Eliminating funding for diversions from the highway trust fund (HTF).
- Winding down the Surface Transportation Block Grant Program.
- Ending HTF eligibility for new highways.
- Shifting HTF spending from a capital spending bias towards a focus on maintenance costs.
- Reducing remaining HTF budget authority and the federal gas tax over time, such that the HTF has sustained balance.
- Cutting federal red tape on HTF projects.

The following statements are also included in the report:

- Devolving power back to state and local governments would improve the speed and value of surface transportation spending, enhance policy flexibility, and improve transparency and accountability for the public.
- An increasing use of resources from federal taxpayers toward purely local projects has damaged the functioning of all levels of government.
- Federal taxpayers should not pay for states and cities to switch away from diesel-fueled buses, trucks, and boats—nor should they pay for installing alternative fuel infrastructure.

Bus Automation

The Federal Transit Administration released and held a webinar on its Transit Bus Automation Market Assessment report. Findings from the report include, but are not limited to:

- Media coverage related to new transit bus automation products or capabilities is often ahead of actual technology development.
- Technology costs are unknown at this point.
- Current automation technology for other vehicle types addresses use cases that may have limited applicability for transit service.
- Bringing automation technology into buses is difficult due to the relatively low volumes and high level of customization in the current domestic bus market, as well as a perceived lack of interest from transit agency customers.

- There is a high degree of uncertainty regarding other issues, including pedestrian and occupant behavior and safety, insurance and liability, operator acceptance, and new service models; there are additional needs in the areas of communication and education.
- Industry representatives noted that demonstration and pilot programs are essential to making technological progress and answering questions on the feasibility of automation systems for transit buses.

Personnel

Anthony Bedell has left USDOT to become a lobbyist for the Becker law firm; he served as Deputy Assistant Secretary for Congressional Affairs. Anne Reinke, previously serving as a Deputy Assistant Secretary for Intergovernmental Affairs, will now serve as Deputy Assistant Secretary for Congressional Affairs. Sean Poole will be taking on Reinke's portfolio as Director of Intergovernmental Affairs.

Finch Fulton has been appointed to serve as USDOT's Assistant Secretary for Transportation Policy. Fulton initially serviced as Special Advisor to the Secretary and then as Deputy Assistant Secretary for Transportation Policy.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 6.3

TO: Regional Transportation Commission

FROM: Kristina Swallow, Director NDOT

SUBJECT: Nevada Department of Transportation

Monthly verbal update/messages from NDOT Deputy Director Cole Mortensen – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 7.1

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: FY 2019 Comprehensive Annual Financial Report (CAFR)

RECOMMENDATION

Receive a report on the FY 2019 Comprehensive Annual Financial Report (CAFR) for the Regional Transportation Commission of Washoe County (RTC) and authorize staff to submit the document to the Nevada Department of Taxation.

SUMMARY

As required, the independent audit report on the financial operations of the RTC is being presented to the Board. The RTC has received an unmodified opinion as issued by Crowe LLP, the highest rating possible. RTC has had a strong history of no findings or minimal findings. This year there were no audit findings or policy findings. Staff will provide a brief financial summary of FY 2019. Attached is a letter to the Commissioners from our auditors, Crowe LLP. A representative from Crowe LLP, will be available at the meeting to answer any questions regarding the audit.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

PREVIOUS ACTIONS BY BOARD

This is an annual report that is presented to the Board each December.

ADDITIONAL BACKGROUND

The Comprehensive Annual Financial Report for FY 2019 has been completed by RTC staff and audited by Crowe LLP. The report includes all requirements specified by Nevada Revised Statutes and the Single Audit Act. The report also includes information required by the Government Finance Officers Association (GFOA) for eligibility of the Certificate of Achievement Award. The RTC has received this award for the past 31 years. Staff will submit the FY 2019 report to the GFOA for its consideration in regard to the Certificate of Achievement Award.

Attachments

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Regional Transportation Commission, Reno, Sparks, and Washoe County, Nevada (RTC) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise RTC's basic financial statements, and have issued our report thereon dated November 26, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered RTC's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of RTC's internal control. Accordingly, we do not express an opinion on the effectiveness of RTC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether RTC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP
Crowe LLP

Sacramento, California
November 26, 2019



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

Report on Compliance for Each Major Federal Program

We have audited Regional Transportation Commission's, Reno, Sparks and Washoe County, Nevada (RTC's) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of RTC's major federal programs for the year ended June 30, 2019. RTC's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance on RTC's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about RTC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance on the major federal program. However, our audit does not provide a legal determination of RTC's compliance.

Opinion on Each Major Federal Program

In our opinion, RTC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2019.

Report on Internal Control over Compliance

Management of RTC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered RTC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of RTC's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
November 26, 2019



COMPREHENSIVE ANNUAL FINANCIAL REPORT

REGIONAL TRANSPORTATION COMMISSION



Reno, Sparks and Washoe County, Nevada

Fiscal Year Ended June 30, 2019



Your RTC. Our Community.



REGIONAL TRANSPORTATION COMMISSION

Reno, Sparks and Washoe County, Nevada

CAFR

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2019

Lee G. Gibson, AICP
Executive Director

PREPARED BY THE FINANCE DEPARTMENT

Stephanie Haddock, CGFM
Director of Finance & CFO

Jelena Williams, CPA
Financial Manager

Linda Merlin
Senior Accountant

Hannah Yue, CPA
Senior Accountant

Nelia Belen
Accountant

Nicole Coots
Web/Graphic Designer



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

RTC BOARD OF COMMISSIONERS



BOB LUCEY
RTC CHAIR
Washoe County Vice Chair



RON SMITH
City of Sparks Mayor



NEOMA JARDON
RTC VICE CHAIR
City of Reno Council Member



OSCAR DELGADO
City of Reno Council Member



VAUGHN HARTUNG
Washoe County Chair



KRISTINA SWALLOW, Ex-officio
Director
Nevada Department of Transportation

RTC DIRECTORS



LEE G. GIBSON, AICP
Executive Director



AMY MCABEE CUMMINGS,
AICP/LEED AP
Deputy Executive Director/
Director of Planning



STEPHANIE HADDOCK, CGFM
Director of Finance/
Chief Financial Officer



ADAM SPEAR, ESQ
Director of Legal Services



DAVID JICKLING
Director of Public Transportation
& Operations



BRIAN STEWART, P.E.
Director of Engineering



ANGELA REICH, SPHR
Director of Administrative Services

TABLE OF CONTENTS

INTRODUCTORY SECTION (unaudited)

| | |
|--|------|
| Chief Financial Officer's Letter of Transmittal | viii |
| Principal Officials of the Regional Transportation Commission | xv |
| Organization Chart | xvi |
| Certificate of Achievement for Excellence in Financial Reporting | xvii |

FINANCIAL SECTION

| | |
|--|----|
| Independent Auditor's Report | 2 |
| Management's Discussion and Analysis | 5 |
| Basic Financial Statements: | |
| Government - Wide Financial Statements: | |
| Statement of Net Position | 19 |
| Statement of Activities | 20 |
| Fund Financial Statements: | |
| Governmental Funds: | |
| - Balance Sheet - Governmental Funds | 21 |
| - Reconciliation of the Balance Sheet to the Statement of Net Position - Governmental Funds | 23 |
| - Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds | 24 |
| - Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities - Governmental Funds | 26 |
| - Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund | 27 |
| - Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Special Revenue Fund (Regional Road Impact Fee Fund) | 28 |
| - Statement of Revenues, Expenditures, and Charges in Fund Balance - Budget and Actual - Special Revenue Fund (Paratransit Services Fund) | 29 |
| Proprietary Fund: | |
| - Statement of Fund Net Position - Proprietary Fund - Enterprise Fund (Public Transit Fund) | 30 |
| - Statement of Revenues, Expenses and Changes in Fund Net Position - Proprietary Fund - Enterprise Fund (Public Transit Fund) | 31 |

FINANCIAL SECTION - Continued

Basic Financial Statements - Continued

Proprietary Fund:

| | |
|---|----|
| Statement of Cash Flows - Proprietary Fund - Enterprise Fund (Public Transit Fund) | 32 |
|---|----|

| | |
|-------------------------------|----|
| Notes to Financial Statements | 34 |
|-------------------------------|----|

Required Supplementary Information:

| | |
|--|----|
| Schedules of Changes in the Total OPEB Liability and Related Ratios - PEBP | 65 |
|--|----|

| | |
|--|----|
| Schedules of Changes in the Total OPEB Liability and Related Ratios - RTC Plan | 66 |
|--|----|

| | |
|--|----|
| Schedule of Proportionate Share of the Net Pension Liability | 67 |
|--|----|

| | |
|---|----|
| Schedule of Regional Transportation Commissions Contributions | 67 |
|---|----|

Individual Fund Statements and Schedules:

Non-major Governmental Fund:

| | |
|---|----|
| Balance Sheet - Non-major Governmental Funds (Metropolitan Planning Organization Fund) | 69 |
|---|----|

| | |
|---|--|
| Schedules of Revenues, Expenditures and Changes in Fund Balance - | |
|---|--|

Budget and Actual:

| | |
|---|----|
| Special Revenue Fund - (Metropolitan Planning Organization Fund) | 70 |
|---|----|

Capital Assets Used in the Operation of Governmental Funds:

| | |
|---------------------|----|
| Schedule by Sources | 72 |
|---------------------|----|

| | |
|-----------------------------------|----|
| Schedule by Function and Activity | 73 |
|-----------------------------------|----|

| | |
|--|----|
| Schedule of Changes by Function and Activity | 74 |
|--|----|

Other Supplementary Information (unaudited):

| | |
|---|----|
| Schedule of Current Expenditures - Budget and Actual - General Fund (Regional Street and Highway Fund) | 76 |
|---|----|

| | |
|---|----|
| Schedule of Current Expenditures - Budget and Actual - Debt Service Fund (Debt Service Fund) | 77 |
|---|----|

| | |
|--|----|
| Schedule of Current Expenditures - Budget and Actual - Special Revenue Fund (Regional Road Impact Fee Fund) | 78 |
|--|----|

| | |
|--|----|
| Schedule of Current Expenditures - Budget and Actual - Special Revenue Fund (Paratransit Services Fund) | 79 |
|--|----|

| | |
|--|----|
| Schedule of Current Expenditures - Budget and Actual - Special Revenue Fund (Metropolitan Planning Organization Fund) | 80 |
|--|----|

| | |
|---|----|
| Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Debt Service Fund | 81 |
|---|----|

| | |
|--|----|
| Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Proprietary Fund (Public Transit Fund) | 82 |
|--|----|

| | |
|--|----|
| Schedule of Expenses by Object Classes - Budget and Actual - Proprietary Fund (Public Transit Fund) | 83 |
|--|----|

| | |
|--|----|
| Schedule of Special and Regular Motor Vehicle Fuel Tax | 84 |
|--|----|

FINANCIAL SECTION - Continued

Other Supplementary Information (unaudited) - Continued

| | |
|---|----|
| Schedule of Construction Project Expenditures - General Fund (Regional Street and Highway Fund) | 85 |
| Schedule of Construction Project Expenditures - Special Revenue Fund (Regional Road Impact Fee Fund) | 86 |
| Schedule of Changes in Reserve for Project Appropriations - General Fund (Regional Street and Highway Fund) | 87 |
| Schedule of Changes in Reserve for Project Appropriations - Special Revenue Fund (Regional Road Impact Fee Fund) | 89 |
| Schedule of Cumulative Construction Project Expenditures - General Fund (Regional Street and Highway Fund) | 90 |
| Schedule of Cumulative Construction Project Expenditures - Special Revenue Fund (Regional Road Impact Fee Fund) | 96 |

STATISTICAL SECTION (unaudited)

| | |
|--|-----|
| Net Position by Component - Last ten fiscal years | 100 |
| Changes in Net Position - Last ten fiscal years | 101 |
| Fund Balances of Governmental Funds - Last ten fiscal years | 103 |
| Changes in Fund Balances of Governmental Funds - Last ten fiscal years | 104 |
| Revenues by Source, Governmental Funds - Last ten fiscal years | 105 |
| Revenues by Source, Proprietary Funds - Last ten fiscal years | 106 |
| Principal Regional Road Impact Fee Credit Recipients | 107 |
| Vehicle Miles Traveled (VMT) Units | 108 |
| Direct and Overlapping Tax Rates - Last ten fiscal years | 109 |
| Ratios of Outstanding Debt by Type - Last ten fiscal years | 110 |
| Computation of General Obligation Direct and Overlapping Debt | 111 |
| Pledged Revenue Bond Coverage and Limitations - Last ten fiscal years | 112 |
| Demographic and Economic Statistics - Last ten fiscal years | 113 |
| Principal Employers - Current year and nine years ago | 114 |
| Full Time Equivalent Government Employees by Department - Last ten fiscal years | 115 |
| RIDE Operating Statistics - Last ten fiscal years | 116 |
| ACCESS Operating Statistics - Last ten fiscal years | 117 |
| Capital Asset Information | 118 |

COMPLIANCE SECTION

| | |
|--|-----|
| Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards | 120 |
| Independent Auditor's Report on Compliance for each Major Program and on Internal Control over Compliance Required by Uniform Guidance | 122 |
| Schedule of Expenditures of Federal Awards | 124 |
| Notes to Schedule of Expenditures of Federal Awards | 126 |
| Schedule of Findings and Questioned Costs | 127 |



INTRODUCTORY SECTION



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

Honorable Chair, Vice Chair and Members
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502

Dear Chair Lucey, Vice Chair Jardon, Members of the Commission, and Citizens of Reno,
Sparks and Washoe County:

I am pleased to transmit to you the Comprehensive Annual Financial Report (CAFR) of the Regional Transportation Commission of Washoe County (RTC) for the fiscal year ended June 30, 2019. State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed Certified Public Accountants.

The CAFR consists of management's representations concerning the finances of the RTC. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the RTC has established a comprehensive internal control framework that is designed to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the RTC's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the RTC's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The RTC's financial statements have been audited by Crowe LLP, a firm of licensed Certified Public Accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements for the fiscal year ended June 30, 2019, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the RTC's financial statements for the fiscal year ended June 30, 2019, are fairly presented in conformity with GAAP. The independent auditor's opinion is presented as the first component of the financial section of this report. The independent audit of the financial statements of the RTC was part of a broader, federally-mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the

Honorable Chair and Members
Regional Transportation Commission
December 20, 2019

financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The RTC's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The RTC is located in Northern Nevada. It serves the cities of Reno and Sparks and the county of Washoe. The RTC's designated urbanized service area is 165 square miles and serves a population of 475,596.

Two major sources of revenue for the RTC are fuel tax and sales tax (public transportation tax). Fuel tax and sales tax can be designated for the RTC transportation purposes by the Nevada State Legislature and must be implemented by Washoe County ordinance. By statute, the RTC may exercise the power of eminent domain with the approval of the City or County in which the property lies.

The RTC has operated as a special purpose unit of government since 1979, as a result of legislation approved in the 1979 Nevada State Legislature.

Overall agency guidance is provided by the Commission, which is composed of locally elected officials. Members of the Commission are appointed by their respective political jurisdiction and include two (2) members representing Washoe County, two (2) members representing the largest city in the jurisdiction (City of Reno), and one (1) member representing the other city in the jurisdiction (City of Sparks). They serve staggered two-year terms.

The Commission establishes and approves policy direction for the agency in all program areas. Policy established by the Commission is implemented through a professional/technical staff supervised by an Executive Director.

As the Executive Director, I serve at the pleasure of the Commission and I am considered to be an unclassified employee. The Commission establishes compensation for the Executive Director position. Department Directors and certain administrative and senior level personnel are also unclassified employees of the RTC and are subject to a classification and compensation plan approved by the Commission. Remaining staff are classified employees of the RTC and are also subject to a classification and compensation plan approved by the Commission.

The RTC is responsible for three major transportation programs:

Public Transportation Program – The RTC operates public transportation, for fixed-route, paratransit, and vanpool in conformance with Nevada Revised Statutes. The RTC has the responsibility and the authority to appropriate money from the Public Transit Fund for such purposes and may provide for all functions incident to the administration and operation of public transportation.

Separate contracts have been established for the public transportation elements of the RTC. MV Transit, Inc., provides turnkey operation for RTC RIDE, the local fixed-route bus system, RTC RAPID, the bus rapid transit service, and RTC REGIONAL CONNECTOR, a commuter service between Reno/Sparks and Carson City. The RTC REGIONAL CONNECTOR service is funded by the RTC and the city of Carson City. The RTC also has a turnkey contract with Ride Right, LLC, for the operation of RTC ACCESS, the ADA paratransit service. RTC established general service delivery policies for both systems and receives all revenues and purchases and maintains ownership of all assets of the transit operations.

In addition, the RTC helps fund transit service on the North Shore of Lake Tahoe for the Tahoe Truckee Area Rapid Transit (TART) system. The service is provided by Placer County, California, through a contractual agreement, with RTC reimbursing Placer County for the transit service provided in the Washoe County portion of the Tahoe basin.

Transportation Planning – The RTC is designated as the Metropolitan Planning Organization (MPO) for Washoe County. In that capacity, the RTC is responsible for establishing policy direction for transportation planning. This responsibility includes the approval of the Regional Transportation Plan (RTP), the annual Five-Year Financial Plan, Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP), and the establishment and approval of federal funding priorities in certain program areas. The RTC provides major project review of the transportation impacts of new projects and developments.

Regional Street and Highway Program – The primary responsibility of the RTC in the Regional Street and Highway program is to approve and implement road projects through a priority-setting process in both the technical and political levels.

The RTC's Budget Process

The annual budget serves as the foundation for the RTC's financial planning and control. All Department Directors of the RTC are required to submit their budgets for approval by the Executive Director in March of each year. The RTC uses zero-based budgeting. Each department's budget is presented in extensive line item detail. A budget workshop is held for the Commissioners in February. A draft budget is presented to the Commission in April. Any Commissioners' changes are included in the final document, and that document is presented for a public hearing and approval in May. The appropriated budget is prepared by fund, function (e.g., Street and Highway), and department (e.g., Finance). Department Directors may make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of the Executive Director. Any increase in Fund Budgets requires the approval of the Commission. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the major governmental funds, the General Fund, the Regional Road Impact Fee Fund, and the Paratransit Services Fund, these comparisons are presented as part of the basic financial statements. For the nonmajor governmental fund, with appropriated annual budgets, these comparisons are presented in the Nonmajor Governmental Fund subsection of this report, following the basic financial statements. For the Public Transit Fund, the comparison is presented as part of the other supplementary information.

Agency Accomplishments – FY 2019

- Completed RTC 2018 Annual Report
- Completed construction of SouthEast Connector Phase II
- Completed construction of 4th Street & Prater Way Bus RAPID Transit project
- Completed Bicycle Facility Alternatives Analysis
- Completed Transit Asset Management Plan
- Completed 219 Community Outreach events for RTC programs and services
- Completed renovations to Jerry L. Hall Regional Transit Operations & Maintenance Facility
- Participated in 242 media interviews on a range of topics related to public transportation, planning and construction
- Received 1,056,621 social media impressions
- Established the Vision Zero Truckee Meadows Task Force
- Continued South Meadows Multimodal Transportation Study
- Expanded electric bus fleet with the addition of 17 new buses
- Initiated construction of Virginia Street Bus RAPID Transit Extension project to the University of Nevada, Reno
- Received unmodified opinion – Certified Audit
- Received GFOA Certificate of Achievement

Factors Affecting Financial Condition

Local economy – Washoe County continues to experience strong economic growth and improvement. The area's economy is principally based in the trade and service sector. Although gaming and other recreational activities represent a major portion of Washoe County's economy, the area continues to diversify its business base with the expansion of distribution, warehousing, and manufacturing facilities. Washoe County's workforce increased significantly with 15,700 new jobs, up 6.2% from FY 2018 to FY 2019. The majority of the workforce increase is employed in the fields of construction, manufacturing, trade, transportation, utilities, government, hospitality, professional, and finance-related services. These job sectors of Washoe County had a 7% increase in total job growth. The unemployment rate as of June 2019 was 3.4%, a 0.2% decrease over June 2018.

Statewide gross gaming revenues were up over the prior year by 0.8% and Washoe County gross gaming revenues were up by approximately 0.2% as of June 2019.

Washoe County's median home sale price increased 4.8% and new residential permits were up 21% in FY 2019.

Washoe County actual sales tax revenue for FY 2019 was 2.3% higher than the prior year due to higher taxable sales. Fuel tax revenues continue to increase year-over-year; the increase for FY 2019 was 6.9% due to the producer price inflation (PPI) indexing that was implemented in January 2010. The gallons of gasoline used in Washoe County in FY 2019 were up 1.5% in comparison to FY 2018.

Nevada has no personal income tax, and it is a right-to-work state. The State has no estate and/or gift taxes, no unitary taxes, no franchise taxes, and no inventory taxes. These factors have contributed to the State's tremendous growth over the last 20 years and will continue to be important for the State's future growth and continued recovery.

Long-term financial planning – As the Metropolitan Planning Organization (MPO) for surface transportation in the Truckee Meadows, the RTC uses a cooperative strategy inclusive of all local and state governments and community input. The RTC coordinates, plans, and executes Washoe County's transportation projects to serve the present and the future.

As the MPO, the RTC:

- designs and implements the short-range and long-range regional transportation plans for Washoe County;
- acquires federal, state, and local funding for major regional transportation projects;
- coordinates with local jurisdictions to identify traffic impacts from current and proposed residential and commercial development;
- defines measures to relieve congestion;
- creates traffic projections to anticipate and respond to future regional growth; and
- recommends, implements, and monitors new technologies for transit programs.

The foundation of the RTC planning program is a 20-year Regional Transportation Plan (RTP). The current RTP 2040 plan was adopted in May 2017. The plan had substantial citizen involvement. The RTP serves as the region's long-range transportation plan to accommodate the master-planned developments in the City of Reno, City of Sparks, and Washoe County. The plan addresses all modes of travel including automobiles, transit, bicycles, pedestrians, aviation, rail, and goods movement as well as transportation management strategies to make the system more efficient.

Short Term Planning

The Short-Range Transit Program (SRTP) for the fiscal years 2018-2022 was adopted in March 2017. The SRTP serves as the implementation plan for public transit with annual updates over the next five years. The SRTP is driven by the goals and policies of the RTP. The SRTP is a capital-intensive plan. Approximately \$74.7 million in capital and \$193.1 million in operating expenditures are programmed over 5 years. Continued changes in the economy and the financial forecast may affect how some projects move forward. RIDE and ACCESS service levels are projected and implemented from this plan.

Debt Management

The Road Program received a substantial revenue boost when NV Senate Bill 201 (indexing of Local, State and Federal fuel taxes) was approved by the Legislature in June 2009. Collections began in January 2010. In an effort to stimulate the local economy, the Commission deviated from

their usual pay-as-you-go philosophy and has initiated four bond sales totaling \$434.6 million. The first bond sale was completed in July 2009, the second in March 2010, the third in December 2010, and the fourth in April 2013. All bond sale funds have been expended and RTC has moved back to the pay-as-you-go method. In December 2019, RTC refunded the 2009 and 2013 bonds providing an average of \$2.4 million in annual debt services savings. Key future projects in the road program between now and the next 10 years include: the Virginia Street Bus RAPID Transit Extension project; the Oddie Boulevard & Wells Avenue corridor project; the Sparks Boulevard corridor project; the Sun Valley Boulevard corridor project, Lemmon Drive corridor project; Keystone Avenue corridor project, Center Street multimodal improvements and the expansion of the US395/I-580/I-80 interchange.

Operational Model

RTC uses privatization for implementation of the majority of its programs. RTC contracts out with engineering and construction firms for implementation of the road programs. Corridor studies are prepared by engineering and consulting firms. RTC contracts out the operation of RIDE and ACCESS through “turnkey” contracts which are common in the transportation industry. The RTC maintains a staff of 70 employees to oversee the RTC programs.

Awards and Recognition

The RTC staff, projects, and services were recognized on various occasions in FY 2019 for their commitment to quality and meeting the needs of the community:

- Associated General Contractors Nevada Chapter - Pinnacle Award for General Engineering Contractors and Contracts Innovation for Projects over \$5M to Granite Construction Pyramid/McCarran Intersection Improvement Project, May 2018
- North American Transportation – Coach Operator of the Year Award John Moss, June 2018
- Nevada Department of Transportation Excellence in Partnering Gold Award – Pyramid/McCarran Intersection Improvement Project, July 2018
- Intelligent Transportation Society of Nevada ITS – Project of the Year Award RTC Washoe Intelligent Transportation Society of America Center to Center Project, November 2018
- American Consumer Council – Green C Self-Certification Program Recognition, November 2018
- Government Finance Officers Association - 2018 Certificate of Achievement, November 2018
- Transportation Security Administration – 2018 Gold Standard Mass Transit Award, December 2018

Honorable Chair and Members
Regional Transportation Commission
December 20, 2019

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Regional Transportation Commission for its comprehensive annual financial report for the fiscal year ended June 30, 2018. This was the 32nd consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of the CAFR on a timely basis could not have been accomplished without the efficient and dedicated services of the entire staff of the Finance Department and the Certified Public Accountants from Crowe LLP. We would like to express our appreciation to all who assisted and contributed to its preparation.

Respectfully submitted,



Amy Cummings, AICP, LEED AP
Interim Executive Director
Regional Transportation Commission

Respectfully submitted,



Stephanie Haddock, CGFM
Director of Finance/CFO
Regional Transportation Commission

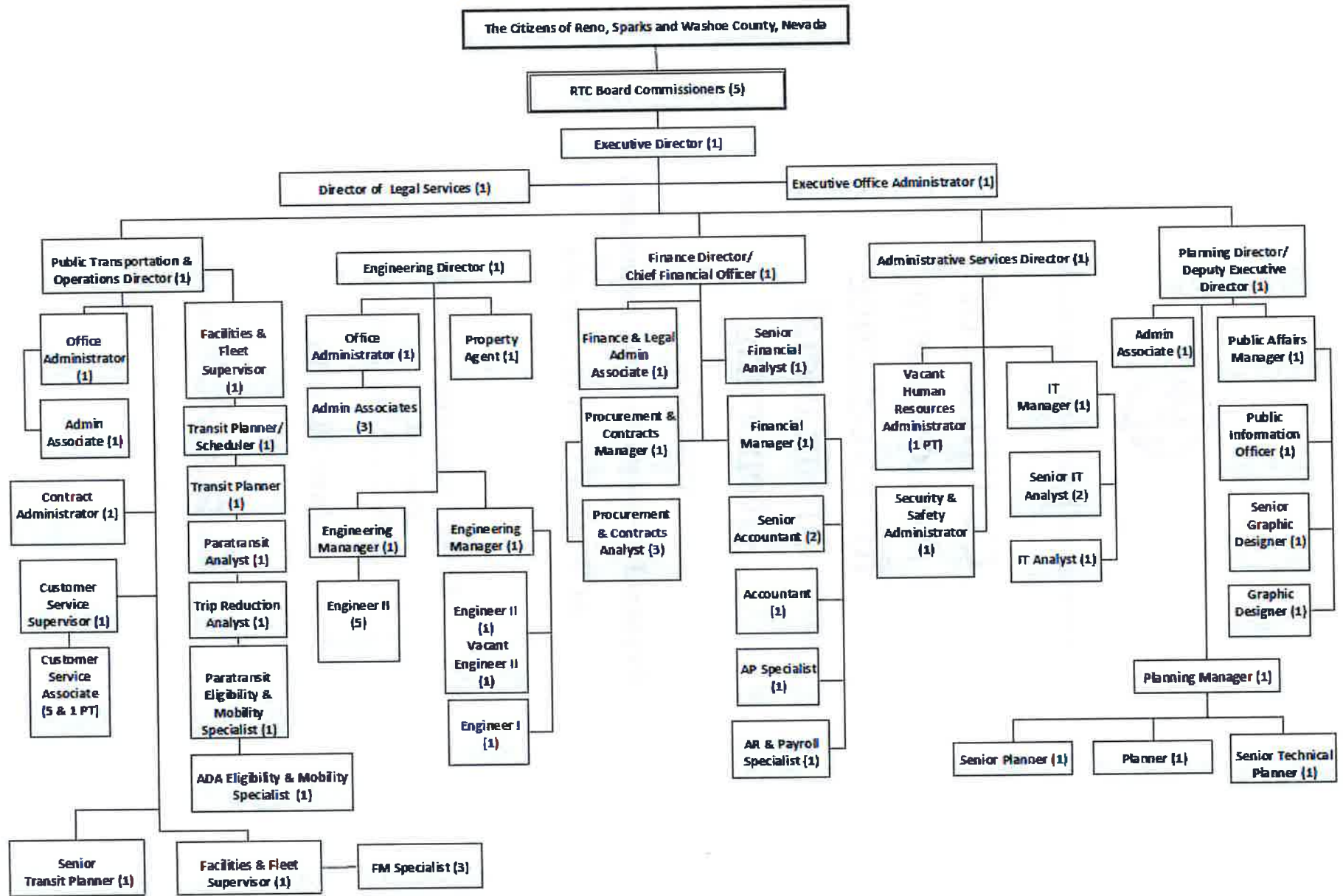
PRINCIPAL OFFICIALS

REGIONAL TRANSPORTATION COMMISSION

| <u>OFFICE</u> | <u>NAME</u> | <u>TERM OF OFFICE</u> | <u>TERM EXPIRES</u> |
|----------------------------------|---|-----------------------|---------------------|
| <u>Board Members</u> | | | |
| Chair | Bob Lucey | 2 years | December 31, 2019 |
| Vice-Chair | Neoma Jardon | 2 years | December 31, 2019 |
| Board Member | Oscar Delgado | 2 years | December 31, 2020 |
| Board Member | Vaughn Hartung | 2 years | December 31, 2020 |
| Board Member | Ron Smith | 2 years | December 31, 2020 |
| <u>RTC Staff</u> | | | |
| Executive Director * | Lee G. Gibson, AICP | | Appointed |
| Director of Legal Services | Adam Spear, Esq. | | Appointed |
| Administrative Services Director | Angela Reich, SPHR | | Appointed |
| Chief Financial Officer | Stephanie Haddock, CGFM | | Appointed |
| Engineering Director | Brian Stewart, P. E. | | Appointed |
| Deputy Executive Director | Amy M. Cummings, AICP | | Appointed |
| Public Transportation Director | David F. Jickling | | Appointed |
| Legal Counsel | Dale Ferguson, Esq. | | Appointed |
| <u>Contracts</u> | | | |
| General Manager | Jeff Matland, MV Contract Transportation, Inc | | Contracted |
| General Manager | Geo Jackson, Ride Right LLC | | Contracted |
| Independent Auditor | Crowe LLP | | Contracted |

*The Executive Director is appointed by the Regional Transportation Commission. All other staff members are appointed by the Executive Director.

Regional Transportation Commission of Reno, Sparks and Washoe County, Nevada Fiscal Year 2019 Organization Chart





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
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Presented to

**Regional Transportation Commission
of Washoe County, Nevada**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morill

Executive Director/CEO



FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Regional Transportation Commission, Reno, Sparks and Washoe County, Nevada (RTC), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the RTC's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the RTC, as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, Regional Road Impact Fee Fund, and Paratransit Services Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedules of Changes in the Total OPEB Liability and Related Ratios, the Schedule of Proportionate Share of the Net Pension Liability, and the Schedule of RTC Contributions as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the RTC's basic financial statements. The Introductory Section, Individual Fund Statements and Schedules, Capital Assets Used in Operation of Governmental Funds, Other Supplementary Information, Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the Statistical Section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Individual Fund Statements and Schedules, Capital Assets Used in the Operation of Governmental Funds, and the Schedule of Expenditures of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Individual Fund Statements and Schedules, Capital Assets Used in the Operation of Governmental Funds, and the Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory Section, Other Supplementary Information, and Statistical Section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Prior Year Partial Comparative Information

We have previously audited the RTC's fiscal year 2018 financial statements, and we expressed unmodified audit opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information in our report dated November 26, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2019, on our consideration of RTC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering RTC's internal control over financial reporting and compliance.

Crowe LLP

Crowe LLP

Sacramento, California
November 26, 2019

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2019

As management of the Regional Transportation Commission (RTC), we are presenting this narrative overview and analysis of the functional activities of the RTC for the fiscal year ended June 30, 2019. Readers are encouraged to consider the information presented here in conjunction with additional information furnished in the letter of transmittal, which can be found in the introductory section of this report.

FINANCIAL HIGHLIGHTS

- The RTC's cash and investments exceeded its liabilities due within one year by \$107.6 million at the close of the most recent fiscal year. The RTC's cash ratio is 4.3, meaning the RTC has 4.3 times the cash and investments available to meet current obligations. Last year's ratio was 2.6. The increase is primarily due to increases in cash used for road construction projects.
- The RTC's total net position decreased by \$56.8 million. Net position of the governmental activities decreased by \$52 million due to revenue bond financing of infrastructure assets that are not included in RTC's capital assets (Note O). Net position of the business-type activities increased by \$4.5 million mainly due to increases in capital assets.
- At the close of the current fiscal year, the RTC's governmental funds reported combined ending fund balances of \$137 million, an increase of \$20 million in comparison with the prior year. Most of the increase is due to cash used and reserved for future road construction expenses.
- RTC's outstanding bond debt decreased from \$390.7 million to \$346.6 million, as a result of \$2.3 million in principal payments on existing debt and current debt refunding. RTC issued Series 2018 Bonds for total proceeds of \$183,235,000 with a premium of \$22,507,275 in the current fiscal year. Additional information on the RTC's outstanding bond debt and debt refunding can be found in Note I to the Financial Statements.
- The RTC's total revenue decreased 1.4% or \$2.3 million in comparison with the prior year. The decrease is due to decreases in operating grants and contributions. The RTC's primary revenue sources are Motor Vehicle Fuel tax and Public Transportation (Sales) tax. These two revenue sources comprise 51.1% and 18.8% of the RTC's revenues, respectively. Motor Vehicle Fuel tax revenue increased \$5.6 million or 6.8% due to increased fuel gallons sold and the passage of State legislation that authorized additional indexing taxes on motor vehicle fuel and special fuel. The annual indexing increases are based on a ten year rolling average of the Producer Price Index (PPI). Inflationary increases have been in effect since January 1, 2010. Public Transportation tax increased \$0.8 million or 2.7% due to increased taxable retail sales for the County.
- The RTC's total program revenues decreased 21.9% or \$13 million in comparison with the prior year. The decrease is mostly due to decreases in capital and operating grant revenues.
- Total expenses were \$113 million, a decrease of 39.7% over the prior year primarily due to decreases in road construction expenses in the general fund. Governmental activities made up 65.2% of the total expenses, a decrease of 18% over the prior year. Business-type activities made up 34.8% of the total expenses, an increase of 18% over the prior year due to decreases in governmental activities. Operating expenses for public transportation services were up 24.8% for the fiscal year primarily due to the increase in depreciation and pension expense.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the RTC's basic financial statements. The RTC's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the RTC's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the RTC's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the RTC is improving or deteriorating.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2019

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Government-wide Financial Statements (continued)

The Statement of Activities presents information showing how the RTC's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the RTC that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the RTC include general government activities, streets and highways projects, transportation services, and metropolitan planning. The business-type activity of the RTC includes public transportation.

The government-wide financial statements can be found on pages 19-20 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The RTC, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the RTC can be divided into two categories: governmental funds and a proprietary fund.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the RTC's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The RTC maintains five individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Debt Service Fund, the Regional Road Impact Fee Fund, and the Paratransit Services Fund, all of which are considered to be major funds and for the Metropolitan Planning Organization Fund which is considered to be a nonmajor fund.

Additional data for all of the governmental funds is provided in the supplementary information section of this report.

The RTC adopts an annual appropriated budget for all funds. Budgetary comparison statements and schedules have been provided to demonstrate compliance with these budgets.

Proprietary Fund

The RTC maintains one proprietary fund. This proprietary fund, an enterprise fund, is used to report the same functions presented as business-type activities in the government-wide financial statements. The RTC uses this fund to account for public transportation.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 34-63 of this report.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2019

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Other Information

Required supplementary information concerning the RTC's progress in funding its obligation to provide pension benefits and OPEB to its employees and retirees can be found on pages 65-66.

Other supplementary information, including individual fund statements and schedules providing budget to actual comparisons and schedules of capital assets used in the operations of governmental funds, are presented after the basic financial statements.

The Statistical Section provides detailed multi-year information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the RTC's overall financial health.

GOVERNMENT-WIDE OVERALL FINANCIAL ANALYSIS

RTC'S NET POSITION

| | Governmental Activities | | Business-Type Activities | | Total | |
|---|-------------------------|------------------|--------------------------|----------------|------------------|------------------|
| | 2019 | 2018 | 2019 | 2018 | 2019 | 2018 |
| <u>Assets:</u> | | | | | | |
| Current and other assets | \$ 151,875,610 | \$ 141,600,785 | \$ 24,716,525 | \$ 29,189,796 | \$ 176,592,135 | \$ 170,790,581 |
| Capital assets | 6,822,444 | 6,290,221 | 94,683,525 | 89,357,472 | 101,505,969 | 95,647,693 |
| Total assets | 158,698,054 | 147,891,006 | 119,400,050 | 118,547,268 | 278,098,104 | 266,438,274 |
| <u>Deferred Outflows of Resources:</u> | | | | | | |
| Deferred outflows related to pension | 1,696,778 | 2,446,997 | 999,516 | - | 2,696,294 | 2,446,997 |
| Deferred outflows related to OPEB | 647,717 | 376,704 | 381,549 | - | 1,029,266 | 376,704 |
| Total deferred outflows of resources | 2,344,495 | 2,823,701 | 1,381,065 | - | 3,725,560 | 2,823,701 |
| <u>Liabilities:</u> | | | | | | |
| Noncurrent liabilities | 385,938,976 | 420,925,628 | 9,034,473 | 5,119,123 | 394,973,449 | 426,044,751 |
| Other liabilities | 21,215,747 | 30,916,321 | 3,128,586 | 10,273,163 | 24,344,333 | 41,189,484 |
| Total liabilities | 407,154,723 | 451,841,949 | 12,163,059 | 15,392,286 | 419,317,782 | 467,234,235 |
| <u>Deferred Inflows of Resources:</u> | | | | | | |
| Deferred inflows related to pension | 686,892 | 1,213,310 | 404,625 | - | 1,091,517 | 1,213,310 |
| Deferred inflows related to OPEB | 1,013,527 | 956,172 | 597,035 | - | 1,610,562 | 956,172 |
| Deferred inflows related to debt refunding | 3,124,746 | - | - | - | 3,124,746 | - |
| Total deferred inflows of resources | 4,825,165 | 2,169,482 | 1,001,660 | - | 5,826,825 | 2,169,482 |
| <u>Net position:</u> | | | | | | |
| Net investment in capital assets | 6,822,444 | 6,290,221 | 94,094,235 | 89,134,808 | 100,916,679 | 95,425,029 |
| Restricted | 133,570,608 | 115,138,055 | - | - | 133,570,608 | 115,138,055 |
| Unrestricted | (391,330,391) | (424,725,000) | 13,522,161 | 14,020,174 | (377,808,230) | (410,704,826) |
| Total net position | \$ (250,937,339) | \$ (303,296,724) | \$ 107,616,396 | \$ 103,154,982 | \$ (143,320,943) | \$ (200,141,742) |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2019

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Net Position

As noted earlier, net position may serve over time as a useful indicator of the RTC's financial position. In the case of the RTC, total liabilities exceeded total assets by \$143,320,943 at the close of the current fiscal year. RTC's negative net position results from revenue bond financing of infrastructure assets that are not included in RTC's capital assets (Note O).

A significant portion of RTC's net position represents resources that are subject to external restrictions (e.g. statutes, bond covenants, and grants) on how they may be used. Restricted net position decreased \$18,432,553 from the prior year due to use of cash for road construction expenses.

Unrestricted net position may be used to meet the government's ongoing obligations to its citizens and creditors. RTC's negative unrestricted net position increased \$32,896,596 from the prior year due to decreases in long-term liabilities.

Another significant portion of RTC's total net position is its net investment in capital assets, (e.g. land, buildings, machinery, and equipment) less any related outstanding debt used to acquire those assets. RTC's net investment in capital assets increased by a net amount \$5,491,650 over the prior year due to the addition of building improvements and buses, less depreciation expense.

The RTC did not use debt to acquire capital assets in this fiscal year. The RTC uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. If the RTC uses debt to purchase capital assets in future fiscal years, it should be noted that the resources needed to repay any long-term obligations must be provided from other sources, since the capital assets themselves cannot be used to liquidate these types of liabilities.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2019

RTC's CHANGES IN NET POSITION

| | Governmental Activities | | Business-Type Activities | | Total | |
|---|-------------------------|-------------------------|--------------------------|-----------------------|-------------------------|-------------------------|
| | 2019 | 2018 | 2019 | 2018 | 2019 | 2018 |
| Revenues: | | | | | | |
| Program revenues | | | | | | |
| Charges for services | \$ 13,700,467 | \$ 9,762,480 | \$ 5,726,408 | \$ 6,314,382 | \$ 19,426,875 | \$ 16,076,862 |
| Operating grants and contributions | 9,225,725 | 30,324,216 | 4,320,161 | 4,088,110 | 13,545,886 | 34,412,326 |
| Capital grants and contributions | 210,063 | 745,229 | 12,935,472 | 7,847,909 | 13,145,535 | 8,593,138 |
| Total program revenues | <u>23,136,255</u> | <u>40,831,925</u> | <u>22,982,041</u> | <u>18,250,401</u> | <u>46,118,296</u> | <u>59,082,326</u> |
| General revenues: | | | | | | |
| Motor vehicle fuel taxes | 86,738,311 | 81,179,894 | - | - | 86,738,311 | 81,179,894 |
| Public transportation taxes | 11,650,266 | 9,805,973 | 20,274,451 | 21,278,436 | 31,924,717 | 31,084,409 |
| Investment earnings | 3,266,293 | 465,271 | 544,930 | 65,488 | 3,811,223 | 530,759 |
| Gain on sale of assets | 19,360 | 8,360 | 18,240 | 218 | 37,600 | 8,578 |
| Other miscellaneous | 989,854 | 162,161 | 133,549 | 30,121 | 1,123,403 | 192,282 |
| Total general revenues | <u>102,664,084</u> | <u>91,621,659</u> | <u>20,971,170</u> | <u>21,374,263</u> | <u>123,635,254</u> | <u>112,995,922</u> |
| Total revenues | <u>125,800,339</u> | <u>132,453,584</u> | <u>43,953,211</u> | <u>39,624,664</u> | <u>169,753,550</u> | <u>172,078,248</u> |
| Expenses: | | | | | | |
| Streets and highways | 39,636,731 | 118,729,501 | - | - | 39,636,731 | 118,729,501 |
| Transportation services | 9,949,107 | 10,348,473 | - | - | 9,949,107 | 10,348,473 |
| Regional road impact fees | 2,726,991 | 5,154,308 | - | - | 2,726,991 | 5,154,308 |
| Metropolitan planning | 2,653,323 | 2,226,012 | - | - | 2,653,323 | 2,226,012 |
| Public transportation | - | - | 39,281,797 | 31,465,024 | 39,281,797 | 31,465,024 |
| Debt service | 18,684,802 | 19,284,377 | - | - | 18,684,802 | 19,284,377 |
| Total expenses | <u>73,650,954</u> | <u>155,742,671</u> | <u>39,281,797</u> | <u>31,465,024</u> | <u>112,932,751</u> | <u>187,207,695</u> |
| Change in net position before transfers | 52,149,385 | (23,289,087) | 4,671,414 | 8,159,640 | 56,820,799 | (15,129,447) |
| Transfers | 210,000 | 300,000 | (210,000) | (300,000) | - | - |
| Change in net position | <u>52,359,385</u> | <u>(22,989,087)</u> | <u>4,461,414</u> | <u>7,859,640</u> | <u>56,820,799</u> | <u>(15,129,447)</u> |
| Net position - July 1 as originally stated | (303,296,724) | (273,278,405) | 103,154,982 | 98,757,499 | (200,141,742) | (174,520,906) |
| Cumulative effect of GASB 75 implementation | - | (7,029,232) | - | (3,462,157) | - | (10,491,389) |
| Net position - July 1 as restated | <u>(303,296,724)</u> | <u>(280,307,637)</u> | <u>103,154,982</u> | <u>95,295,342</u> | <u>(200,141,742)</u> | <u>(185,012,295)</u> |
| Net position - June 30 | <u>\$ (250,937,339)</u> | <u>\$ (303,296,724)</u> | <u>\$ 107,616,396</u> | <u>\$ 103,154,982</u> | <u>\$ (143,320,943)</u> | <u>\$ (200,141,742)</u> |

Change in Net Position

The RTC's overall net position increased \$56,820,799 from the prior year primarily due to revenue bond financing of infrastructure assets that are not included in RTC's capital assets (Note O). Program revenues are directly related to service activities of a function. Program revenues decreased from the prior year and included charges for services which increased 21% due to increased regional road impact fees; operating grants and contributions decreased 61% mostly due to timing of reimbursements from federal grants. General revenues increased \$10,639,332 or 9.4% from the prior year mostly due to a 6.8% increase in motor vehicle fuel tax and a 618% increase in investment earnings. General revenues represent 72.8% of total revenues. Total expenses decreased by \$74,274,944 or 39.7% from the prior year mostly from streets and highways expenses.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2019

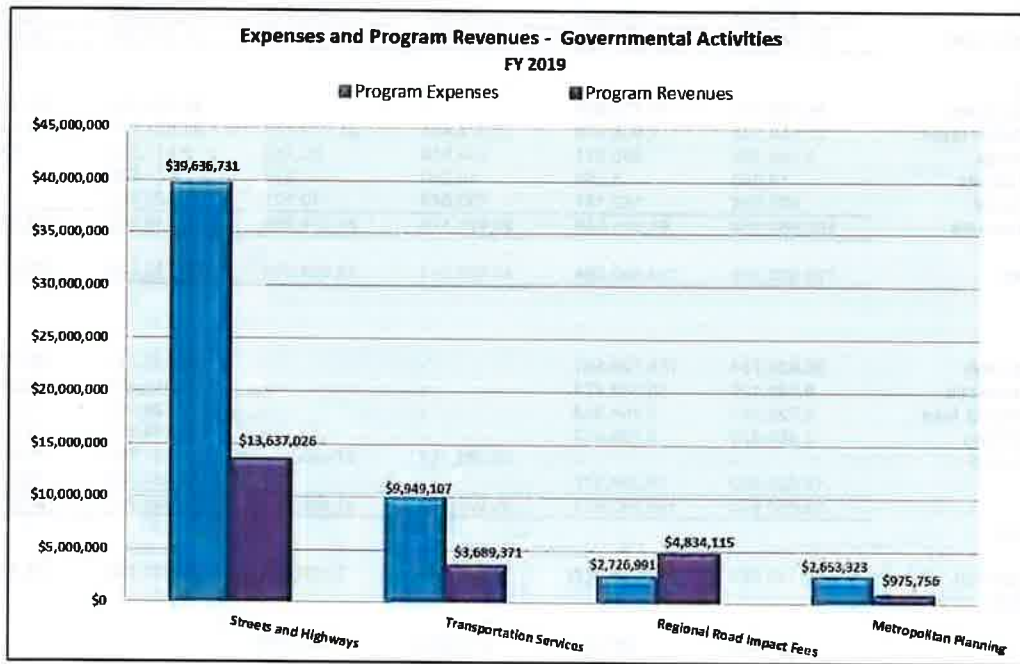
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Governmental Activities

Governmental activities include programs for streets and highways, transportation services, and metropolitan planning. Governmental activities increased the RTC's net position by \$52,359,385. The key element of this increase is:

- Streets and highway expenses decreased from the prior year by \$79,092,770 or 66.6% due to major construction expenses on RTC's largest road project to date the Southeast Connector completed in FY 2018.

The following chart depicts the expenses and program revenues for governmental activities:



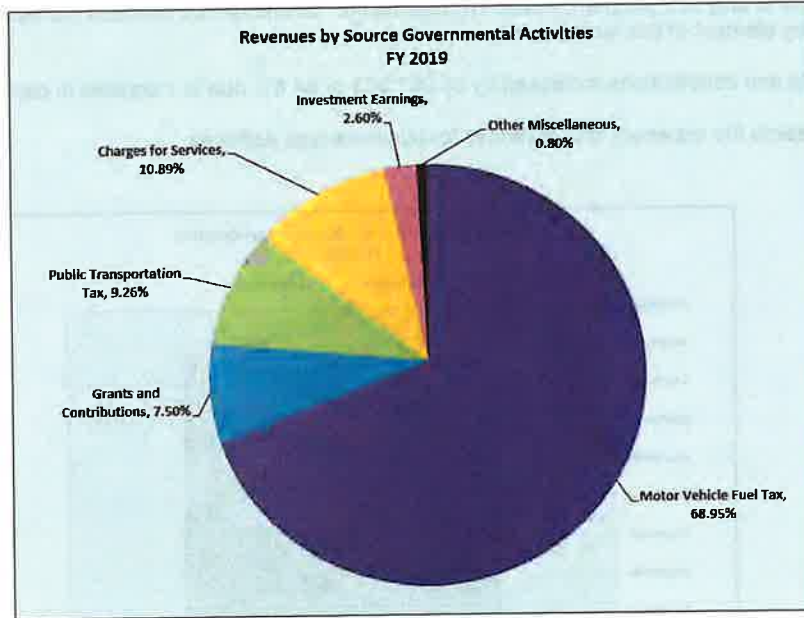
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

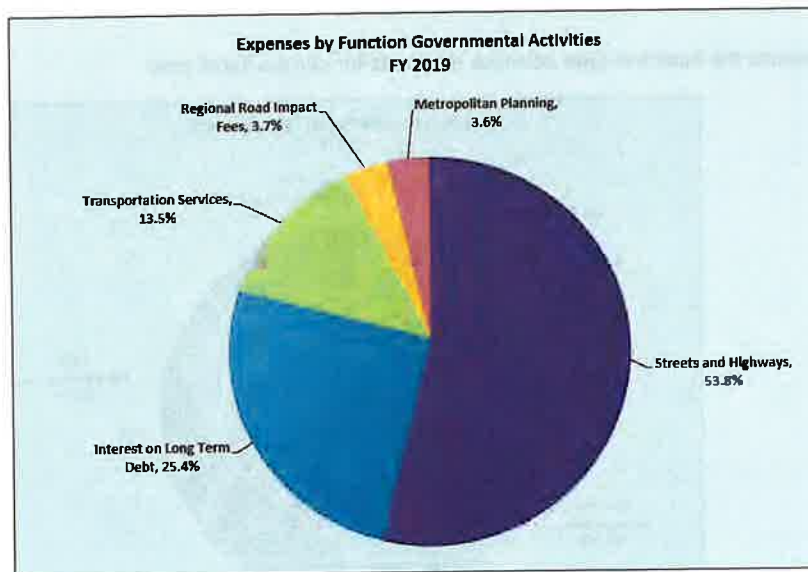
June 30, 2019

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

The following chart depicts the governmental activities revenues by source for the current fiscal year:



The following chart depicts the governmental activities expenses by function for the current fiscal year:



Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2019

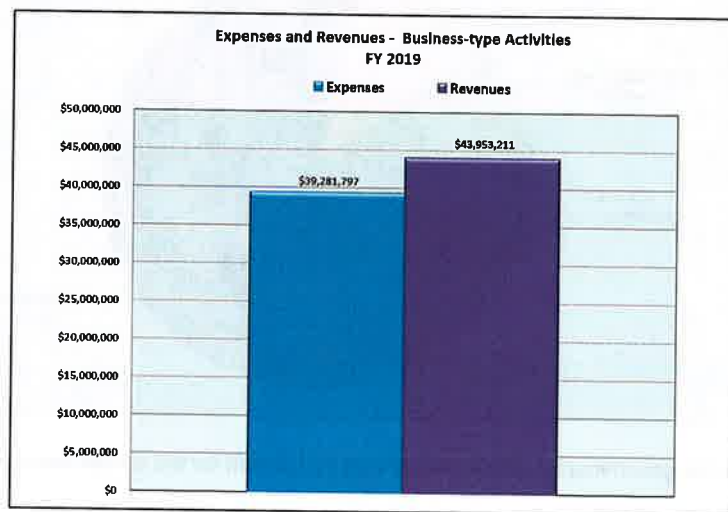
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Business-type Activities

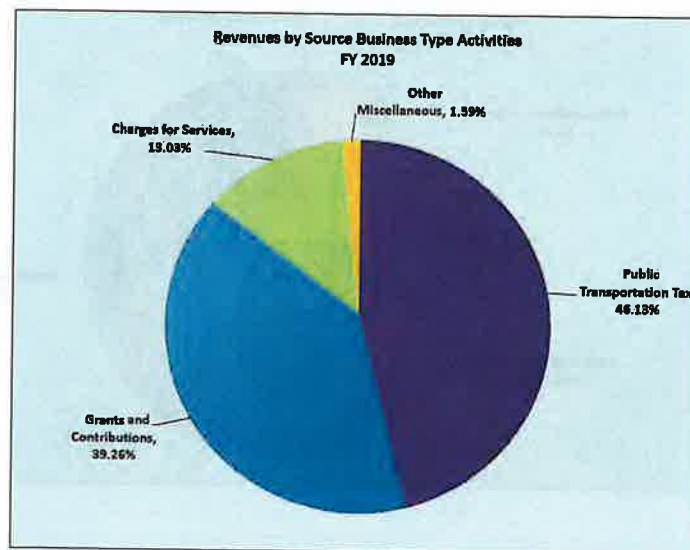
Under this section there is only one program, Public Transportation. Business-type activities increased the RTC's net position by \$4,461,414. The key element of this increase is:

- Capital grants and contributions increased by \$5,087,563 or 64.8% due to increases in capital assets.

The following chart depicts the expenses and revenues for business-type activities:



The following chart depicts the business-type activities revenues for current fiscal year:



**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2019

FINANCIAL ANALYSIS OF THE RTC'S FUNDS

As noted earlier, the RTC uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the RTC's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the RTC's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the RTC's governmental funds reported combined ending fund balances of \$136,862,263 an increase of \$19,503,917 in comparison with the prior year primarily due to increase in cash and decrease in retention payable. Most of RTC's governmental fund balances are externally restricted and limited in their use.

General Fund

The General Fund is the primary operating fund of the RTC. It accounts for all financial resources of the RTC, except for those required to be accounted for in another fund. Regional streets and highways expenditures for road projects are accounted for in this fund instead of a separate fund in order to reduce undue complexity in budgeting, accounting and other phases of financial management. At the end of the current fiscal year, the nonspendable fund balance of the general fund was \$306,693 for prepaid expenses and deposits. Restricted fund balance was \$87,463,032 for federal grants match and road construction projects. There is no unassigned fund balance in the General Fund.

The fund balance of the RTC's General Fund increased \$28,761,864 or 48.7% during the current fiscal year mostly due to increases in cash used for road construction project expenditures.

Debt Service Fund

The Debt Service Fund is a governmental fund used to account for RTC's debt service requirements. The existing debt in this fund is backed by Motor Vehicle Fuel tax revenues and 1/8th percent of Public Transportation (Sales) tax. The ending fund balance at June 30, 2019, is \$31,818,343 and is restricted for future principal and interest payments on revenue bonds.

Regional Road Impact Fee Fund

The Regional Road Impact Fee Fund is a special revenue fund for road projects funded with impact fees. The fees consist of two components, cash impact fees and impact fee waivers. Waivers are given to developers for the construction of major arterial roads during development. Waivers are booked as a revenue and expenditure with a net zero effect on the financial statements, therefore, they are not included in analysis of fund balance. Ending fund balance at June 30, 2019, is \$13,326,552 of which \$192,975 is nonspendable for prepaid expenses and \$13,133,577 is restricted for road construction projects. The Regional Road Impact Fee fund balance increased \$3,211,908 or 32% for the current fiscal year mostly due to increases in cash impact fee revenue.

Paratransit Services Fund

The Paratransit Services Fund is a special revenue fund, which consists of the paratransit service RTC ACCESS for people with disabilities. The Paratransit Services Fund also records all transactions for the Washoe Senior Ride Program, a taxi subsidy for elderly residents of Washoe County. The ending fund balance at June 30, 2019, is \$3,065,255, of which \$897,419 is restricted for federal grants match and \$2,167,836 is assigned for future expenditures. Unassigned fund balance is a zero.

The Paratransit Services fund balance increased \$1,662,086 or 118% for the current fiscal year mostly due to \$373,150 decrease in paratransit service expenditures over the prior year and increase in public transportation tax in the amount of \$1,725,000.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2019

FINANCIAL ANALYSIS OF THE RTC'S FUNDS (CONTINUED)

Paratransit Services Fund (continued)

RTC ACCESS service levels were relatively flat for the current fiscal year but demand for paratransit services increased due to increases in population in the region. The operating statistics for RTC ACCESS are:

- RTC ACCESS carried a total of 226,913 passengers in FY 2019 compared with 251,461 in FY 2018; and
- RTC ACCESS operated 104,718 revenue vehicle hours in FY 2019 compared with 101,872 hours in FY 2018; and
- RTC ACCESS traveled 1,697,800 revenue vehicle miles in FY 2019 compared to 1,593,665 miles in FY 2018.

Metropolitan Planning Organization Fund

The Metropolitan Planning Organization Fund is a special revenue fund. The RTC serves as the Metropolitan Planning Organization (MPO) for Washoe County. The MPO is funded by transfers of public transportation (sales) tax revenues, fuel tax revenues and federal transportation planning grants. The Metropolitan Planning Organization ending fund balance at June 30, 2019, is \$882,388, of which \$25,231 is nonspendable for prepaid expenses, \$290,829 is restricted for federal grants match and \$566,328 is assigned for future expenditures.

The total fund balance decreased \$294,964 or 25% for the current fiscal year mostly due to \$427,314 in increased consulting expenditures for the Unified Planning Work Program (UPWP).

Proprietary Fund

The RTC's proprietary fund provides the same type of information found in the government-wide financial statements but this fund's statements provide more detail.

Proprietary Operations

The proprietary fund consists of an enterprise fund for the RTC RIDE transit system. The RTC RIDE transit system has been in operation since September, 1978.

RTC RIDE ridership slightly decreased 2.7% over the prior fiscal year as low local fuel prices allows riders to choose use of a personal vehicle over public transportation. The operating statistics for RTC RIDE are:

- RTC RIDE carried a total of 7,197,386 passengers in FY 2019 compared to 7,396,590 passengers in FY 2018; and
- RTC RIDE operated 256,324 revenue service hours in FY 2018 compared to 247,779 revenue service hours in FY 2018; and
- RTC RIDE traveled 2,837,770 revenue miles in FY 2019 compared to 2,825,080 revenue miles in FY 2018.

RTC RIDE currently operates 26 total routes, including RTC SIERRA SPIRIT, RTC RAPID and RTC INTERCITY most of which operate seven days a week with three routes operating 24 hours per day.

Revenues

The revenue sources for the RTC RIDE transit system are a 5/16 percent public transportation tax revenue, passenger revenues, investment income, advertising revenue, and Federal and State capital and operating grants.

In November 1982, voters of Washoe County approved a 1/4 percent sales tax increase for the purpose of public transportation and related support services. This tax is to be used for the operation of the RTC RIDE transit system, transportation planning, paratransit services, and other transportation services. This revenue source cannot be used for the construction of street and highway projects.

Effective July 1, 2003, an additional 1/8 percent sales tax was implemented. This revenue source can be used for public transportation or the construction of street and highway projects as directed by RTC management.

In total Public Transportation tax revenue was \$31,924,717 in FY 2019 compared to \$31,084,409 in FY 2018, an increase of \$840,308 or 2.7%.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2019

FINANCIAL ANALYSIS OF THE RTC'S FUNDS (CONTINUED)

RTC RIDE passenger revenues were \$5,108,047 in FY 2019 compared to \$5,614,832 in FY 2018, a decrease of \$506,785 or 9.0% due to decreases in ridership.

Federal funding amounts, received from the Federal Transit Administration (FTA), are based on nationwide formula allocations included in the Surface Transportation Act and discretionary grants. The RTC has built or renovated five major facilities and currently has a total fleet of 77 coaches. The FTA has participated in most of the transit and paratransit capital acquisitions.

Expenses

RTC RIDE operating expenses, including depreciation, in FY 2019 were \$39,281,797 compared to \$31,465,024 in FY 2018, an increase of \$7,816,773 or 24.8%; due to an increase in net pension expense (GASB 75 implementation) and due to increase in depreciation due to the purchase of the new buses and bus charging equipment.

GENERAL FUND BUDGETARY HIGHLIGHTS

Total revenues were under budget by \$18,505,854 primarily due to decreased reimbursements of federal grant revenue for road construction projects. Total expenditures were \$53,654,268 under budget due to the timing of planned road construction projects.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The RTC's investment in capital assets for its governmental and business-type activities as of June 30, 2019 amounted to \$101,505,969 (net of accumulated depreciation). The RTC's net investment in capital assets for the current fiscal year increased \$5,858,276 or 4.8% due to completed building renovations and bus purchases.

Capital spending decisions are based upon:

- Needs defined in the Regional Transportation Plan, and
- The availability of FTA funding and local funding

Major capital assets events during the current fiscal year included the following:

- Eleven electric buses \$9,898,079.
- Eight new rapid stations on the 4th and Prater corridor \$3,952,779.
- Eleven electric bus chargers \$1,185,053.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2019

CAPITAL ASSET AND DEBT ADMINISTRATION (CONTINUED)

Capital Assets (continued)

| RTC's CAPITAL ASSETS (Net of Depreciation) (Expressed in Thousands) | | | | | | |
|---|--------------------------------|----------|---------------------------------|-----------|--------------|-----------|
| | Governmental Activities | | Business-Type Activities | | Total | |
| | 2019 | 2018 | 2019 | 2018 | 2019 | 2018 |
| Land | \$ 2,282 | \$ 2,282 | \$ 16,682 | \$ 16,682 | \$ 18,964 | \$ 18,964 |
| Construction in progress | 267 | 19 | 3,569 | 9,778 | 3,836 | 9,796 |
| Total capital assets not being depreciated | 2,549 | 2,301 | 20,251 | 26,460 | 22,800 | 28,760 |
| Coaches/vehicles | 5,495 | 5,587 | 47,660 | 40,484 | 53,155 | 46,071 |
| Buildings and leasehold improvements | 7,176 | 7,176 | 65,905 | 65,453 | 73,081 | 72,629 |
| Miscellaneous equipment | 4,224 | 4,301 | 6,566 | 4,172 | 10,790 | 8,473 |
| ITS | - | - | 3,057 | 3,057 | 3,057 | 3,057 |
| Computer equipment | - | - | 1,761 | 1,761 | 1,761 | 1,761 |
| Office furniture | - | - | 133 | 133 | 133 | 133 |
| Passenger shelters | - | - | 11,594 | 7,641 | 11,594 | 7,641 |
| Communications equipment | - | - | 2,048 | 558 | 2,048 | 558 |
| Revenue collection equipment | - | - | 1,574 | 1,784 | 1,784 | 1,784 |
| | 16,896 | 17,064 | 140,297 | 125,043 | 157,402 | 142,106 |
| Accumulated depreciation | (13,923) | (13,074) | (65,865) | (62,144) | (79,787) | (75,219) |
| Total capital assets being depreciated (net) | 2,973 | 3,990 | 74,433 | 62,899 | 77,406 | 66,888 |
| Capital assets (net) | \$ 5,522 | \$ 6,290 | \$ 94,684 | \$ 89,358 | \$ 100,206 | \$ 95,649 |

Additional information on the RTC's capital assets can be found in Note E in the Notes to the Financial Statements and the Supplementary Information section.

Long-term Debt

At the end of the fiscal year, RTC had total bonded debt outstanding of \$346,612,000. The proceeds from all bond issues are used for financing the construction of street and highway projects. RTC's current fiscal year outstanding debt decreased \$44.1 million as a result of debt principal payments on debt and a debt refunding.

Additional information of the RTC's long-term debt including a roll-forward of debt, debt issues outstanding and future debt service requirements can be found in Notes I and J in the Notes to the Financial Statements.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2019

ECONOMIC FACTORS

- Nevada economy continues to experience steady growth in retail sales, jobs, and the housing market.
- Nevada overall unemployment rate of 4.0% is higher than the national average of 3.7% for June 2019.
- Reno-Sparks metropolitan area unemployment rate was at 3.4% in June 2019.
- Unemployment in Nevada did not change over the past twelve months. In the Reno-Sparks metropolitan area, the rate declined 0.1%.
- Nevada continues to experience an ongoing healthy labor market with positive twelve months of job growth in FY 2019.
- Nevada experienced overall job growth of 3.3%. June 2019 was the 102th consecutive month of job gains in the State. Nevada continues to exceed the national average job growth of 1.5%. The largest job gains were in manufacturing an increase of 13.4% and construction an increase of 11.1% in June of 2019 as compared to June of 2018.
- Washoe County's total labor force for June 2019 is estimated at 267,200, with total employment of 258,100. An increase of 6.2% and 7.3% respectively over the prior year.
- Consumer Price Index (CPI) was 2.7% for the western region for June 2019.
- Nevada's average personal income growth exceeded national growth over thirty of the past thirty-three quarters as of June 2019.
- Nevada's statewide taxable sales increased 6.1% for FY 2019. Reno-Sparks taxable sales increased 3.5% for FY 2019.
- Median home sale prices in Washoe County increased 4.8% in June of 2019 as compared to June of 2018 and new residential permits were up 21%.
- Washoe County fuel consumption was up 1.5% for FY 2019 and Nevada's statewide fuel consumption was up 1% for FY 2019. The fiscal year fuel consumption increases are attributed to average lower fuel prices.

All of these factors were considered in preparing the RTC's budget for fiscal year 2020.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the RTC's finances for all those with an interest in the RTC's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Regional Transportation Commission, 1105 Terminal Way, Suite 300, Reno, NV 89502.



BASIC FINANCIAL STATEMENTS

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

STATEMENT OF NET POSITION

June 30, 2019

| | Primary Government | | |
|---|----------------------------|-----------------------------|-------------------------|
| | Governmental Activities | Business-type Activities | Total |
| Assets | | | |
| Cash and investments in custody of County Treasurer | \$ 79,967,153 | \$ 13,160,881 | \$ 93,128,034 |
| Cash in bank and on hand | 12,661,310 | 2,725,521 | 15,386,831 |
| Restricted cash and investments | 31,721,390 | - | 31,721,390 |
| Accounts receivable | 3,329,828 | 179,495 | 3,509,323 |
| Due from federal government | 2,274,510 | 4,036,009 | 6,310,519 |
| Due from State of Nevada | 16,533,821 | 5,509,126 | 22,042,947 |
| Interest receivable | 2,032,129 | 58,016 | 2,090,145 |
| Impact fees receivable | 1,361,250 | - | 1,361,250 |
| Internal balances | 1,469,322 | (1,469,322) | - |
| Inventory | - | 163,742 | 163,742 |
| Prepaid expenses, deposits and other assets | 524,897 | 353,057 | 877,954 |
| Capital Assets: | | | |
| Land and construction in progress | 2,549,434 | 20,250,850 | 22,800,284 |
| Water Rights | 1,300,000 | - | 1,300,000 |
| Property, buildings and equipment, net of accumulated depreciation | 2,973,010 | 74,432,675 | 77,405,685 |
| Total assets | 158,698,054 | 119,400,050 | 278,098,104 |
| Deferred Outflows of Resources | | | |
| Deferred outflows related to pension | 1,696,778 | 999,516 | 2,696,294 |
| Deferred outflows related to OPEB | 647,717 | 381,549 | 1,029,266 |
| Total deferred outflows of resources | 2,344,495 | 1,381,065 | 3,725,560 |
| Liabilities | | | |
| Accounts payable | 6,642,450 | 2,210,107 | 8,852,557 |
| Retentions payable | 4,861,111 | 589,290 | 5,450,401 |
| Accrued liabilities | 125,576 | 305,561 | 431,137 |
| Unearned revenue | 13,750 | 23,628 | 37,378 |
| Interest payable | 9,572,860 | - | 9,572,860 |
| Noncurrent liabilities: | | | |
| Due within one year | 8,307,224 | - | 8,307,224 |
| Due in more than one year | 361,120,093 | - | 361,120,093 |
| Net pension liability | 6,947,872 | 4,092,764 | 11,040,636 |
| Total OPEB liability | 9,563,787 | 4,941,709 | 14,505,496 |
| Total liabilities | 407,154,723 | 12,163,059 | 419,317,782 |
| Deferred Inflows of Resources | | | |
| Deferred inflows related to pension | 686,892 | 404,625 | 1,091,517 |
| Deferred inflows related to OPEB | 1,013,527 | 597,035 | 1,610,562 |
| Deferred inflows related to debt refunding | 3,124,746 | - | 3,124,746 |
| Total deferred inflows of resources | 4,825,165 | 1,001,660 | 5,826,825 |
| Net Position | | | |
| Net investment in capital assets | 6,822,444 | 94,094,235 | 100,916,679 |
| Restricted for: | | | |
| Street and highway construction | 99,771,431 | - | 99,771,431 |
| Federal grants match | 2,013,426 | - | 2,013,426 |
| Debt service | 31,785,751 | - | 31,785,751 |
| Total restricted net position | 133,570,608 | - | 133,570,608 |
| Unrestricted | (391,330,391) | 13,522,161 | (377,808,230) |
| Total net position | \$ (250,937,339) | \$ 107,616,396 | \$ (143,320,943) |

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

STATEMENT OF ACTIVITIES

Year ended June 30, 2019

| FUNCTIONS/PROGRAMS | Program Revenues | | | | Net (Expense) Revenue and Changes in Net Position | | |
|---|-----------------------|----------------------|------------------------------------|----------------------------------|---|--------------------------|-------------------------|
| | Expenses | Charges for Services | Operating Grants and Contributions | Capital Grants and Contributions | Governmental Activities | Business-type Activities | Total |
| Primary government | | | | | | | |
| Governmental activities: | | | | | | | |
| Streets and highways | \$ 39,636,731 | \$ 8,442,924 | \$ 5,194,088 | \$ - | \$ (25,999,719) | \$ - | \$ (25,999,719) |
| Transportation services | 9,949,107 | 423,427 | 3,055,881 | 210,063 | (6,259,736) | - | (6,259,736) |
| Regional road impact fees | 2,726,991 | 4,834,116 | - | - | 2,107,125 | - | 2,107,125 |
| Metropolitan planning | 2,653,323 | - | 975,756 | - | (1,677,567) | - | (1,677,567) |
| Interest on long-term debt | 18,684,802 | - | - | - | (18,684,802) | - | (18,684,802) |
| Total governmental activities | 73,650,954 | 13,700,467 | 9,225,725 | 210,063 | (50,514,699) | - | (50,514,699) |
| Business-type activities: | | | | | | | |
| Public Transportation | 39,281,797 | 5,726,408 | 4,320,161 | 12,935,472 | - | (16,299,756) | (16,299,756) |
| Total primary government | <u>\$ 112,932,751</u> | <u>\$ 19,426,875</u> | <u>\$ 13,545,886</u> | <u>\$ 13,145,535</u> | <u>(50,514,699)</u> | <u>(16,299,756)</u> | <u>(66,814,455)</u> |
| General revenues: | | | | | | | |
| Motor vehicle fuel tax | | | | | 86,738,311 | - | 86,738,311 |
| Public transportation tax | | | | | 11,650,266 | 20,274,451 | 31,924,717 |
| Investment earnings | | | | | 3,266,293 | 544,930 | 3,811,223 |
| Gain on sale of capital assets | | | | | 19,360 | 18,240 | 37,600 |
| Miscellaneous | | | | | 989,854 | 133,549 | 1,123,403 |
| Transfers | | | | | 210,000 | (210,000) | - |
| Total general revenues and transfers | | | | | <u>102,874,084</u> | <u>20,761,170</u> | <u>123,635,254</u> |
| Change in net position | | | | | <u>52,359,385</u> | <u>4,461,414</u> | <u>56,820,799</u> |
| Net position - beginning of year | | | | | <u>(303,296,724)</u> | <u>103,154,982</u> | <u>(200,141,742)</u> |
| Net position - ending | | | | | <u>\$ (250,937,339)</u> | <u>\$ 107,616,396</u> | <u>\$ (143,320,943)</u> |

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**BALANCE SHEET
GOVERNMENTAL FUNDS**

June 30, 2019

| | Major Funds | |
|--|-------------------------|----------------------------------|
| | General Fund | Debt Service Fund |
| Assets | | |
| Cash and investments in custody of County Treasurer | \$ 69,042,030 | \$ 21,766 |
| Cash in bank and on hand | 8,173,825 | 10,826 |
| Restricted cash and investments | - | 31,721,390 |
| Accounts receivable | 3,309,978 | - |
| Due from federal government | 768,603 | - |
| Due from other government | 15,112,554 | - |
| Interest receivable | 235,036 | 71,860 |
| Impact fees receivable | - | - |
| Prepays and other assets | 304,508 | - |
| Due from other funds | 2,251,882 | - |
| Deposits | 2,185 | - |
| Total assets | \$ 99,200,601 | \$ 31,825,842 |
| Liabilities | | |
| Accounts payable | \$ 5,162,419 | \$ 7,499 |
| Retentions payable | 4,795,245 | - |
| Accrued liabilities | 125,576 | - |
| Due to other funds | 168,382 | - |
| Unearned revenue | 13,750 | - |
| Total liabilities | 10,265,372 | 7,499 |
| Deferred Inflows of Resources | | |
| Unavailable revenue - federal grants | 194,916 | - |
| Unavailable revenue - other reimbursements | 970,588 | - |
| Total deferred inflows of resources | 1,165,504 | - |
| Fund balances | | |
| Nonspendable: | | |
| Prepays | 304,508 | - |
| Deposits | 2,185 | - |
| Restricted for: | | |
| Federal grants match | 825,178 | - |
| Street and highway construction | 86,637,854 | - |
| Debt service | - | 31,785,751 |
| Assigned: | | |
| Subsequent year's actual & budget: appropriation of fund balance | - | 32,592 |
| Total fund balances | 87,769,725 | 31,818,343 |
| Total liabilities, deferred inflows of resources and fund balances | \$ 99,200,601 | \$ 31,825,842 |

The accompanying notes are an integral part of this statement.

| Major Funds | | Nonmajor Fund | |
|--|--|--|---|
| Regional Road Impact Fee Fund | Paratransit Services Fund | Metropolitan Planning Organization Fund | Total Governmental Funds |
| \$ 8,949,802 | \$ 1,807,972 | \$ 145,583 | \$ 79,967,153 |
| 3,223,141 | 380,635 | 872,883 | 12,661,310 |
| - | - | - | 31,721,390 |
| - | 19,850 | - | 3,329,828 |
| - | 1,229,619 | 276,288 | 2,274,510 |
| - | 1,421,267 | - | 16,533,821 |
| 37,507 | 4,974 | 1,672 | 351,049 |
| 1,361,250 | - | - | 1,361,250 |
| 192,975 | - | 25,231 | 522,714 |
| - | 6,485 | - | 2,258,367 |
| - | - | - | 2,185 |
| <u>\$ 13,764,675</u> | <u>\$ 4,870,802</u> | <u>\$ 1,321,657</u> | <u>\$ 150,983,577</u> |
| \$ 275,025 | \$ 1,098,511 | \$ 98,996 | \$ 6,642,450 |
| 65,866 | - | - | 4,861,111 |
| - | - | - | 125,576 |
| 97,232 | 183,158 | 340,273 | 789,045 |
| - | - | - | 13,750 |
| <u>438,123</u> | <u>1,281,669</u> | <u>439,269</u> | <u>12,431,932</u> |
| - | 523,878 | - | 718,794 |
| - | - | - | 970,588 |
| - | <u>523,878</u> | - | <u>1,689,382</u> |
| 192,975 | - | 25,231 | 522,714 |
| - | - | - | 2,185 |
| - | 897,419 | 290,829 | 2,013,426 |
| 13,133,577 | - | - | 99,771,431 |
| - | - | - | 31,785,751 |
| - | 2,167,836 | 566,328 | 2,766,756 |
| <u>13,326,552</u> | <u>3,065,255</u> | <u>882,388</u> | <u>136,862,263</u> |
| <u>\$ 13,764,675</u> | <u>\$ 4,870,802</u> | <u>\$ 1,321,657</u> | <u>\$ 150,983,577</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION**

June 30, 2019

| | | |
|---|---------------------|-------------------------|
| Total fund balances - Governmental Funds | | \$ 136,862,263 |
| Amounts reported for governmental activities in the statement of net position are different because: | | |
| Capital assets used in governmental activities are not financial resources, and therefore, are not reported in governmental funds. | | |
| Capital assets used in the operation of governmental funds | \$ 20,744,998 | |
| Less accumulated depreciation | <u>(13,922,554)</u> | 6,822,444 |
| Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds. | | |
| | | 1,689,382 |
| Long-term liabilities, including bonds payable and accrued interest, are not due and payable in the current period, and therefore, are not reported in the governmental funds | | |
| Governmental bonds payable | (346,612,000) | |
| Bond premiums and discounts | (22,007,070) | |
| Accrued interest payable | (9,572,860) | |
| Compensated absences | (808,247) | |
| Other postemployment benefits (OPEB) | <u>(9,563,787)</u> | (388,563,964) |
| Build America Bond credits are not due in the current period and are not reported in the governmental funds | | |
| | | 1,681,079 |
| Net pension liabilities are not due and payable in the current period, and therefore, are not reported as liabilities in the governmental funds | | |
| | | (6,947,872) |
| Deferred inflows of resources related to debt refunding are applicable to reporting periods and, therefore, are not reported in the funds | | |
| | | (3,124,746) |
| Deferred outflows and inflows of resources related to OPEB are applicable to reporting periods and, therefore, are not reported in the funds | | |
| | | (365,810) |
| Deferred outflows and inflows of resources related to pensions are applicable to reporting periods and, therefore, are not reported in the funds | | |
| | | 1,009,886 |
| Net position of governmental activities | | <u>\$ (250,937,338)</u> |

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**

Year ended June 30, 2019

| | Major Funds | |
|---|----------------------|----------------------|
| | General Fund | Debt Service Fund |
| Revenues | | |
| Motor vehicle fuel tax | \$ 86,738,311 | \$ - |
| Public transportation tax | 5,225,266 | - |
| Impact fees | - | - |
| Passenger fares | - | - |
| Project reimbursements | 7,624,007 | - |
| Transportation planning, operating and capital grants, and contributions: | | |
| State of Nevada Department of Health and Human Services | - | - |
| Federal Transit Administration | 3,907,754 | - |
| Federal Highway Administration | 1,232,161 | - |
| Investment income | 2,299,059 | 563,500 |
| Miscellaneous | 982,698 | - |
| Total revenues | <u>108,009,256</u> | <u>563,500</u> |
| Expenditures | | |
| Current: | | |
| Streets and highways | 48,899,491 | - |
| Transportation services | - | - |
| Metropolitan planning | - | - |
| Capital outlay: | | |
| Water Rights | 1,300,000 | - |
| Equipment | 242,149 | - |
| Debt service: | | |
| Principal | - | 2,303,000 |
| Interest | - | 19,445,659 |
| Debt service fees and other fiscal charges | 977,573 | 43,966 |
| Total expenditures | <u>51,419,213</u> | <u>21,792,625</u> |
| Excess (deficiency) of revenues over (under) expenditures | <u>56,590,043</u> | <u>(21,229,125)</u> |
| Other financing sources (uses) | | |
| Sale of capital assets | - | - |
| Transfers in | - | 27,024,148 |
| Transfers out | (28,776,598) | - |
| Refunding bonds issued | 183,235,000 | - |
| Premium on refunding bonds issued | 22,507,275 | - |
| Payment to refunded bond escrow agent | (204,793,856) | (19,632,000) |
| Total other financing sources (uses) | <u>(27,828,179)</u> | <u>7,392,148</u> |
| Net change in fund balances | 28,761,864 | (13,836,977) |
| Fund balances - beginning | <u>59,007,861</u> | <u>45,655,320</u> |
| Fund balances - ending | <u>\$ 87,769,725</u> | <u>\$ 31,818,343</u> |

The accompanying notes are an integral part of this statement.

| Major Funds | | Nonmajor Fund | |
|--|--|--|---|
| Regional Road Impact Fee Fund | Paratransit Services Fund | Metropolitan Planning Organization Fund | Total Governmental Funds |
| \$ - | \$ - | \$ - | \$ 86,738,311 |
| - | 6,425,000 | - | 11,650,266 |
| 4,830,616 | - | - | 4,830,616 |
| - | 423,427 | - | 423,427 |
| 3,500 | - | - | 7,627,507 |
| - | 2,178,627 | - | 2,178,627 |
| - | 1,488,877 | - | 5,396,631 |
| 198,952 | - | 975,756 | 2,406,869 |
| 338,381 | 49,875 | 15,478 | 3,266,293 |
| 5,000 | 17,416 | - | 1,005,114 |
| <u>5,376,449</u> | <u>10,583,222</u> | <u>991,234</u> | <u>125,523,661</u> |
| 2,726,991 | - | - | 51,626,482 |
| - | 8,659,317 | - | 8,659,317 |
| - | - | 2,653,323 | 2,653,323 |
| - | - | - | 1,300,000 |
| - | 281,179 | 32,875 | 556,203 |
| - | - | - | 2,303,000 |
| - | - | - | 19,445,659 |
| - | - | - | 1,021,539 |
| <u>2,726,991</u> | <u>8,940,496</u> | <u>2,686,198</u> | <u>87,565,523</u> |
| <u>2,649,458</u> | <u>1,642,726</u> | <u>(1,694,964)</u> | <u>37,958,138</u> |
| - | 19,360 | - | 19,360 |
| 562,450 | - | 1,400,000 | 28,986,598 |
| - | - | - | (28,776,598) |
| - | - | - | 183,235,000 |
| - | - | - | 22,507,275 |
| - | - | - | (224,425,856) |
| <u>562,450</u> | <u>19,360</u> | <u>1,400,000</u> | <u>(18,454,221)</u> |
| 3,211,908 | 1,662,086 | (294,964) | 19,503,917 |
| 10,114,644 | 1,403,169 | 1,177,352 | 117,358,346 |
| <u>\$ 13,326,552</u> | <u>\$ 3,065,255</u> | <u>\$ 882,388</u> | <u>\$ 136,862,263</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**

Year ended June 30, 2019

Net change in fund balances - total governmental funds \$ 19,503,917

Amounts reported for governmental activities in the statement
of activities are different because:

Governmental funds report capital outlays as expenditures. However in the
statement of activities the cost of these assets are allocated over their estimated
useful lives and reported as depreciation expense. This is the amount by which
capital outlay exceeded depreciation expense in the current period.

| | | |
|-----------------------------------|--------------------|---------|
| Capital outlay | \$ 1,856,203 | |
| Current year depreciation expense | <u>(1,323,983)</u> | 532,220 |

| | | |
|--|--|---------|
| Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds. | | 257,320 |
|--|--|---------|

The issuance of long-term debt (e.g., bonds, leases) provides current financial
resources to governmental funds, while the repayment of the principal of long-
term debt consumes the current financial resources of governmental funds.
Neither transaction, however, has any effect on net position. Also, governmental
funds report the effect of bond premiums, discounts, and similar items when
debt is first issued, whereas these amounts are amortized in the statement
of activities.

| | | |
|--|------------------|------------|
| Bond issue | (183,235,000) | |
| Bond premium | (13,329,420) | |
| Principal payments | 227,355,000 | |
| Debt issue | 571,830 | |
| Amortization of bond premium and discounts | <u>(492,724)</u> | 30,869,686 |

Some expenses reported in the statement of activities do not require the
use of current financial resources and, therefore, are not reported as
expenditures in governmental funds.

| | | |
|--|----------------|-----------|
| Change in compensated absences | (63,619) | |
| Change in other post-employment benefits (OPEB) | 28,368 | |
| Change in accrued interest payable | 1,043,436 | |
| Change in interest credits due from federal government | <u>210,147</u> | 1,218,332 |

Governmental funds report pension contributions as expenditures when made.
However, in the statement of activities pension expense is the cost of benefits
earned, adjusted for member contributions, the recognition of changes in
deferred outflows and inflows of resources related to pensions, and investment
experience.

| | | |
|-----------------|--------------------|----------|
| Contributions | 1,652,215 | |
| Pension expense | <u>(1,674,305)</u> | (22,090) |

| | | |
|---|--|----------------------|
| Change in net position of governmental activities | | <u>\$ 52,359,385</u> |
|---|--|----------------------|

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND**

Year ended June 30, 2019

| | Budgeted Amounts | | Actual Amounts | Variance to Final Budget |
|--|----------------------|----------------------|----------------------|-----------------------------|
| | Original | Final | | |
| Revenues | | | | |
| Motor vehicle fuel tax | \$ 86,639,885 | \$ 86,639,885 | \$ 86,738,311 | \$ 98,426 |
| Public transportation tax | 5,021,799 | 5,021,799 | 5,225,266 | 203,467 |
| Project reimbursements | 1,500,000 | 1,500,000 | 7,624,007 | 6,124,007 |
| Transportation planning and operating grants: | | | | |
| Federal Transit Administration | 5,187,000 | 5,187,000 | 3,907,754 | (1,279,246) |
| Federal Highway Administration | 27,106,426 | 27,106,426 | 1,232,161 | (25,874,265) |
| Investment income | 1,010,000 | 1,010,000 | 2,299,059 | 1,289,059 |
| Miscellaneous | 50,000 | 50,000 | 982,698 | 932,698 |
| Total revenues | <u>126,515,110</u> | <u>126,515,110</u> | <u>108,009,256</u> | <u>(18,505,854)</u> |
| Expenditures | | | | |
| Current: | | | | |
| Streets and highways | 102,553,759 | 102,553,759 | 48,899,491 | 53,654,268 |
| Capital outlay: | | | | |
| Water Rights | - | - | 1,300,000 | (1,300,000) |
| Equipment | 43,275 | 43,275 | 242,149 | (198,874) |
| Debt service fees and other fiscal charges | - | - | 977,573 | (977,573) |
| Total expenditures | <u>102,597,034</u> | <u>102,597,034</u> | <u>51,419,213</u> | <u>51,177,821</u> |
| Excess (deficiency) of revenues over (under) expenditures | <u>23,918,076</u> | <u>23,918,076</u> | <u>56,590,043</u> | <u>32,671,967</u> |
| Other financing sources (uses) | | | | |
| Transfers out | (29,092,165) | (29,092,165) | (28,776,598) | 315,567 |
| Refunding bonds issued | - | - | 183,235,000 | 183,235,000 |
| Premium on refunding bonds issued | - | - | 22,507,275 | 22,507,275 |
| Payment to refunded bond escrow agent | - | - | (204,793,856) | (204,793,856) |
| Total other financing sources (uses) | <u>(29,092,165)</u> | <u>(29,092,165)</u> | <u>(27,828,179)</u> | <u>1,263,986</u> |
| Net change in fund balance | (5,174,089) | (5,174,089) | 28,761,864 | 33,935,953 |
| Fund balance - beginning | <u>52,542,363</u> | <u>52,542,363</u> | <u>59,007,861</u> | <u>6,465,498</u> |
| Fund balance - ending | <u>\$ 47,368,274</u> | <u>\$ 47,368,274</u> | <u>\$ 87,769,725</u> | <u>\$ 40,401,451</u> |

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2019

| | <u>Budgeted Amounts</u> | | <u>Actual Amounts</u> | <u>Variance to Final Budget</u> |
|--|-------------------------|---------------------|---------------------------|-------------------------------------|
| | <u>Original</u> | <u>Final</u> | | |
| Revenues | | | | |
| Impact fees | \$ 20,000,000 | \$ 20,000,000 | \$ 4,830,616 | \$ (15,169,384) |
| Project reimbursements | 6,000 | 6,000 | 3,500 | (2,500) |
| Transportation planning and capital grants: | | | | |
| Federal Highway Administration | 38,950 | 38,950 | 198,952 | 160,002 |
| Investment income | 200,000 | 200,000 | 338,381 | 138,381 |
| Miscellaneous | - | - | 5,000 | 5,000 |
| Total revenues | <u>20,244,950</u> | <u>20,244,950</u> | <u>5,376,449</u> | <u>(14,868,501)</u> |
| Expenditures | | | | |
| Current: | | | | |
| Streets and highways | <u>20,682,555</u> | <u>20,682,555</u> | <u>2,726,991</u> | <u>17,955,564</u> |
| Total expenditures | <u>20,682,555</u> | <u>20,682,555</u> | <u>2,726,991</u> | <u>17,955,564</u> |
| Excess (deficiency) of revenues over (under) expenditures | <u>(437,605)</u> | <u>(437,605)</u> | <u>2,649,458</u> | <u>3,087,063</u> |
| Other financing sources | | | | |
| Transfers in | <u>500,000</u> | <u>500,000</u> | <u>562,450</u> | <u>62,450</u> |
| Total other financing sources | <u>500,000</u> | <u>500,000</u> | <u>562,450</u> | <u>62,450</u> |
| Net change in fund balance | 62,395 | 62,395 | 3,211,908 | 3,149,513 |
| Fund balance - beginning | 6,628,542 | 6,628,542 | 10,114,644 | 3,486,102 |
| Fund balance - ending | <u>\$ 6,690,937</u> | <u>\$ 6,690,937</u> | <u>\$ 13,326,552</u> | <u>\$ 6,635,615</u> |

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Paratransit Services Fund)**

Year ended June 30, 2019

| | <u>Budgeted Amounts</u> | | <u>Actual Amounts</u> | <u>Variance to Final Budget</u> |
|---|-------------------------|-------------------|---------------------------|-------------------------------------|
| | <u>Original</u> | <u>Final</u> | | |
| Revenues | | | | |
| Public transportation tax | \$ 7,250,000 | \$ 7,250,000 | \$ 6,425,000 | \$ (825,000) |
| Passenger fares | 454,878 | 454,878 | 423,427 | (31,451) |
| Transportation planning, operating and capital grants, and contributions: | | | | |
| State of Nevada Department of Health and Human Services | 1,218,953 | 1,218,953 | 2,178,627 | 959,674 |
| Federal Transit Administration | 3,355,296 | 3,355,296 | 1,488,877 | (1,866,419) |
| Investment income | 20,000 | 20,000 | 49,875 | 29,875 |
| Miscellaneous | 166,450 | 166,450 | 17,416 | (149,034) |
| Total revenues | <u>12,465,577</u> | <u>12,465,577</u> | <u>10,583,222</u> | <u>(1,882,355)</u> |
| Expenditures | | | | |
| Current: | | | | |
| Transportation services | 9,741,455 | 9,741,455 | 8,659,317 | 1,082,138 |
| Capital outlay: | | | | |
| Equipment | 2,800,000 | 2,800,000 | 281,179 | 2,518,821 |
| Total expenditures | <u>12,541,455</u> | <u>12,541,455</u> | <u>8,940,496</u> | <u>3,600,959</u> |
| Excess (deficiency) of revenues over (under) expenditures | <u>(75,878)</u> | <u>(75,878)</u> | 1,642,726 | 1,718,604 |
| Other financing sources | | | | |
| Sale of capital assets | 5,000 | 5,000 | 19,360 | 14,360 |
| Total other financing sources | <u>5,000</u> | <u>5,000</u> | <u>19,360</u> | <u>14,360</u> |
| Net change in fund balance | (70,878) | (70,878) | 1,662,086 | 1,732,964 |
| Fund balance - beginning | 339,590 | 339,590 | 1,403,169 | 1,063,579 |
| Fund balance - ending | <u>\$ 268,712</u> | <u>\$ 268,712</u> | <u>\$ 3,065,255</u> | <u>\$ 2,796,543</u> |

The accompanying notes are an integral part of this statement

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF NET POSITION
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**June 30, 2019
with comparative amounts at June 30, 2018**

| | 2019 | 2018 |
|---|----------------|----------------|
| Assets | | |
| Current assets: | | |
| Cash in custody of County Treasurer | \$ 13,160,881 | \$ 16,255,626 |
| Cash in bank and on hand | 2,725,521 | 2,927,762 |
| Accounts receivable | 179,495 | 184,692 |
| Due from federal government | 4,036,009 | 5,916,187 |
| Due from State of Nevada | 5,509,126 | 5,469,842 |
| Interest receivable | 58,016 | 58,082 |
| Due from other funds | 202,134 | 153,574 |
| Inventory | 163,742 | 180,901 |
| Prepaid expenses | 353,057 | 460,072 |
| Total current assets | 26,387,981 | 31,606,738 |
| Noncurrent assets: | | |
| Property, buildings, and equipment, net | 94,683,525 | 89,357,472 |
| Total assets | 121,071,506 | 120,964,210 |
| Deferred Outflows of Resources | | |
| Deferred outflows related to pension | 999,516 | - |
| Deferred outflows related to OPEB | 381,549 | - |
| Total deferred outflows of resources | 1,381,065 | - |
| Liabilities | | |
| Current liabilities: | | |
| Accounts payable | 2,210,107 | 9,409,722 |
| Retentions payable | 589,290 | 222,663 |
| Accrued liabilities | 305,561 | 606,928 |
| Unearned revenue | 23,628 | 33,850 |
| Due to other funds | 1,671,456 | 2,416,942 |
| Total current liabilities | 4,800,042 | 12,690,105 |
| Noncurrent liabilities: | | |
| Other post-employment benefits | 4,941,709 | 4,832,562 |
| Sales tax refund payable | - | 286,561 |
| Net pension liability | 4,092,764 | - |
| Total liabilities | 13,834,515 | 17,809,228 |
| Deferred Inflows of Resources | | |
| Deferred inflows related to pension | 404,625 | - |
| Deferred inflows related to OPEB | 597,035 | - |
| Total deferred inflows of resources | 1,001,660 | - |
| Net Position | | |
| Net investment in capital assets | 94,094,235 | 89,134,808 |
| Unrestricted | 13,522,161 | 14,020,174 |
| Total net position | \$ 107,616,396 | \$ 103,154,982 |

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2019
With comparative amounts for the year ended June 30, 2018**

| | 2019 | 2018 |
|--|----------------|----------------|
| Operating revenues: | | |
| Passenger fares | \$ 5,108,047 | \$ 5,614,832 |
| Bus advertising | 261,659 | 264,091 |
| Rental income | 356,704 | 435,459 |
| Miscellaneous | 133,547 | 30,121 |
| Total operating revenues | 5,859,957 | 6,344,503 |
| Operating expenses: | | |
| General administration | 32,037,960 | 25,769,143 |
| Depreciation | 7,243,837 | 5,695,881 |
| Total operating expenses | 39,281,797 | 31,465,024 |
| Operating loss | (33,421,840) | (25,120,521) |
| Nonoperating revenues: | | |
| Operating subsidies: | | |
| Federal government grants | 4,320,161 | 4,088,110 |
| Other revenue: | | |
| Public transportation tax | 9,823,919 | 11,066,489 |
| Public transportation taxes pledged | 10,450,532 | 10,211,947 |
| Investment income | 544,930 | 65,488 |
| Gain (loss) on sale of capital assets | 18,240 | 218 |
| Total nonoperating revenues | 25,157,782 | 25,432,252 |
| Loss before capital contributions and transfers | (8,264,058) | 311,731 |
| Capital contributions: | | |
| Federal grants | 12,935,472 | 7,710,653 |
| State grants | - | 137,256 |
| Total capital contributions | 12,935,472 | 7,847,909 |
| Transfers: | | |
| Transfers out | (210,000) | (300,000) |
| Total transfers | (210,000) | (300,000) |
| Change in net position | 4,461,414 | 7,859,640 |
| Net position - beginning of year | 103,154,982 | 95,295,342 |
| Net position - ending | \$ 107,616,396 | \$ 103,154,982 |

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF CASH FLOWS
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2019
With comparative amounts for the year ended June 30, 2018**

| | 2019 | 2018 |
|--|---------------|---------------|
| Cash flows from operating activities | | |
| Cash received from customers | \$ 5,513,724 | \$ 6,069,334 |
| Cash received from other funds | 291,360 | 291,360 |
| Cash payments to suppliers for goods and services | (31,730,628) | (15,894,942) |
| Cash compensation and employee benefits | (4,240,521) | (6,110,601) |
| Net cash provided by (used for) operating activities | (30,166,065) | (15,644,849) |
| Cash flows from noncapital financing activities | | |
| Operating grants | 4,219,585 | 4,822,871 |
| Transfers to other funds | (210,000) | (300,000) |
| Public transportation tax received | 19,949,895 | 19,778,983 |
| Net cash provided by (used for) noncapital financing activities | 23,959,480 | 24,301,854 |
| Cash flows from capital and related financing activities: | | |
| Acquisition of capital assets | (12,569,863) | (14,711,709) |
| Capital contributions | 14,916,226 | 7,040,756 |
| Proceeds from the sale of capital assets | 18,240 | 218 |
| Net cash provided by (used for) capital and related financing activities | 2,364,603 | (7,670,735) |
| Cash flows from investing activities: | | |
| Investment income | 544,996 | 50,560 |
| Net change in cash and cash equivalents | (3,296,986) | 1,036,830 |
| Cash and cash equivalents - beginning | 19,183,388 | 18,146,558 |
| Cash and cash equivalents - ending | \$ 15,886,402 | \$ 19,183,388 |

(continued)

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF CASH FLOWS
PROPRIETARY FUND - CONTINUED
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2019
With comparative amounts for the year ended June 30, 2018**

| | 2019 | 2018 |
|--|-----------------|-----------------|
| Reconciliation of operating loss to net cash used in operating activities: | | |
| Operating loss | \$ (33,421,840) | \$ (25,120,521) |
| Adjustments to reconcile operating loss to net cash used for operating activities: | | |
| Depreciation and amortization expense | 7,243,837 | 5,695,881 |
| Decrease (increase) in accounts receivable | 3,908 | 109,673 |
| Decrease (increase) in inventory | 17,159 | (53,613) |
| Decrease (increase) in prepaid expenses | 107,013 | (72,125) |
| Increase (decrease) in accounts payable | (7,199,615) | 6,717,756 |
| Increase (decrease) in net pension liability | 3,483,035 | - |
| Increase (decrease) in net OPEB liability | 324,633 | 206,732 |
| Increase (decrease) in other liabilities | (724,195) | (3,128,632) |
| Total adjustments | 3,255,775 | 9,475,672 |
| Net cash used for operating activities | \$ (30,166,065) | \$ (15,644,849) |

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Regional Transportation Commission of Reno, Sparks and Washoe County, Nevada (RTC) conform to accounting principles generally accepted in the United States of America (GAAP), as applicable to governments. The Governmental Accounting Standards Board (GASB) is the standard setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental and Financial Reporting Standards, which along with subsequent GASB pronouncements, constitutes GAAP for governmental units. A summary of RTC's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Reporting Entity

The Regional Transportation Commission of Reno, Sparks and Washoe County was created through an interlocal cooperative agreement signed in May 1978 by Washoe County, the City of Reno and the City of Sparks. It became the Regional Transportation Commission (RTC) in July 1979. The agreement was amended in 1985 when these three public entities delegated their powers to the Commission in order to consolidate the administration and operation of public mass transportation in Washoe County. The Commission operates as a governing board with two representatives selected by the Washoe County Board of Commissioners, two representatives selected by the City Council of the City of Reno and one representative selected by the City Council of the City of Sparks.

The RTC's street and highway construction projects in Washoe County are financed from the motor vehicle fuel tax revenue, public transportation tax revenue, and impact fees for the construction of new roads and capacity improvements on roads impacted by new development. These projects are submitted to the RTC for approval and subsequently to Washoe County, City of Reno, and City of Sparks for approval. An interlocal cooperative agreement, signed by the three public entities mentioned is required before monies can be expended on these construction projects. The infrastructure created by these projects becomes the asset of the applicable public entity (City of Reno, the City of Sparks or Washoe County) upon completion.

The RTC is also responsible for the local public transit system, RTC RIDE. Final authority on the budget of the program rests with the RTC.

The RTC has allocated public transportation tax receipts to the following operations: (1) RTC RIDE a public bus system in Washoe County; the RTC contracts with a private company, MV Transportation, Incorporated, to operate RTC RIDE; (2) RTC ACCESS a paratransit operation which provides transportation services to the elderly and disabled population in Washoe County; the RTC contracts with a private company, Ride Right LLC, to operate RTC ACCESS; and (3) Tahoe Area Regional Transit (TART) a transit system operating in part in Incline Village, Nevada; TART is operated by Placer County, California; the RTC reimburses Placer County for operating expenses incurred while providing transit service in Washoe County.

The accompanying financial statements present the government. The RTC does not have any component units.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include (1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-wide and Fund Financial Statements (continued)

Separate financial statements are provided for governmental funds and the proprietary fund. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met, and allowable expenses are made under the grant provisions.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Income earned on investments and project reimbursements associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Motor vehicle fuel tax and public transportation tax revenues are derived tax revenues collected by the State of Nevada and shared with the RTC. The RTC recognizes these revenues in the same period as the State. All other revenue items are considered to be measurable and available only when cash is received by the government.

Generally, expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, other postemployment benefits and claims and judgments, are recorded only when payment is due.

Project appropriations that have been approved but for which expenditure has not been incurred, are reflected as amounts restricted for project appropriations in the General Fund and Special Revenue Funds. Project appropriations are approved when a cooperative agreement specifying the amount of motor vehicle fuel tax funds, bond proceeds, impact fees or other financing sources to be spent, is executed by all the governing bodies within the jurisdiction of the RTC, or when the project has been added to the program of projects and approved by the RTC Board of Commissioners.

The RTC reports the following major governmental funds:

General Fund – The General Fund is the RTC's primary operating fund. It accounts for all financial resources of the RTC, except for those required to be accounted for in another fund. Regional street and highway expenditures for road projects are accounted for in this fund instead of a separate fund in order to reduce undue complexity in budgeting, accounting and other phases of financial management.

Debt Service Fund – The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

Regional Road Impact Fee Fund (Special Revenue Fund) – Monies recovered from impact fees and resources provided for capacity improvements to the regional road system are accounted for in the Regional Road Impact Fee Fund.

Paratransit Services Fund (Special Revenue Fund) – Allocation of public transportation tax, passenger fares, and federal grants for RTC ACCESS are accounted for in the Paratransit Services Fund.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The RTC reports the following major proprietary fund:

Public Transit Fund (*Enterprise Fund*) – Accounts for the operation of RTC RIDE.

Amounts reported as *program revenues* include (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

The proprietary fund distinguishes *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the RTC's proprietary fund are charges to customers for services. Operating expenses for the proprietary fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the RTC's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash, Cash Equivalents and Temporary Investments

The RTC's cash and cash equivalents are considered to be cash on hand, demand deposits, and temporary investments. A portion of the cash resources of the individual funds are deposited with the Washoe County Treasurer. Those resources are combined with the resources of the County's funds and other local governments within the County to form a pool of cash and investments. In accordance with 355.170 of Nevada Revised Statutes, Washoe County invested in various treasury notes, mutual funds, commercial paper, bonds, and U.S. Government securities. The RTC's net position in these securities is reported at fair value, in accordance with GASB Statement No. 72, Fair Value Measurements and Application.

In addition to the cash and investment pool, certain deposits and investments are held separately by RTC funds and reported accordingly. Investments are reported at fair value and changes in fair value are included in investment income.

Investment income earned as a result of the above pooling arrangement is distributed by the County Treasurer to the appropriate funds as it is received. Interest receivable at June 30 is calculated by the Treasurer's office and accrued in the various funds. The investment income is allocated based on each fund's monthly average cash balance.

For purposes of the statement of cash flows, the RTC considers all highly liquid investments, including pooled investments with original maturities of three months or less to be cash equivalents.

Restricted Assets

Restricted assets consist of cash and investments that are restricted in their use by either bond covenants or other external agreements. RTC's restricted assets consist of remaining bond proceeds for specific road construction projects, unspent grant proceeds and debt service requirements pursuant to bond covenants.

Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables and Payables (continued)

between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." The RTC considers trade receivables to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they are charged to operations when that determination is made.

Inventories and Prepaid Items

The Proprietary Fund's inventory is comprised of bus fuel and is stated at weighted average cost. Inventories of governmental funds, generally consisting of materials and supplies, are recorded as expenditures when purchased rather than when consumed.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in government-wide, governmental, and proprietary fund financial statements. The RTC uses the consumption method in accounting for prepaids.

Capital Assets

Capital assets, which include property, buildings and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements.

Capital assets are defined by the RTC as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the estimated acquisition value at the date of donation.

Infrastructure assets constructed by the street and highway function of the RTC (e.g., roads, bridges, curbs and gutters, streets and sidewalks) are not assets of the RTC, and so have not been capitalized or depreciated. Under the cooperative agreements to build such infrastructure assets, the entities agree that the infrastructure created belongs to the applicable public entity (City of Reno, City of Sparks or Washoe County).

The RTC has intangible assets in the form of water rights. The water rights are acquired through right-of-way land purchases as part of the construction of infrastructure assets. Water rights are separated from land purchases before the land is dedicated to the applicable public entity as part of their completed infrastructure asset. Water rights are not used in the operation of RTC's street and highway function and are recorded as other assets.

Expenditures related to the construction of infrastructure assets are recognized when incurred. Grants, contributions and reimbursements for the construction of infrastructure assets are recognized as operating grants and contributions in the Statement of Activities. Impact fees collected for use in the street and highway function are recognized as general revenues in the Statement of Activities.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

When capital assets are retired, sold, or otherwise disposed of, the asset's carrying amount and related accumulated depreciation are removed from the asset accounts and any gain or loss is recorded in the period of disposal.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (continued)

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Depreciation of all exhaustible capital assets is charged as an expense against operations. Accumulated depreciation is reported on the Statement of Net Position. For both governmental and business-type activities, property, buildings and equipment are depreciated using the straight-line method over the following estimated useful lives:

| Assets | Estimated Service Life (Years) |
|---|-----------------------------------|
| Buildings and building improvements | 15-30 |
| Communication equipment | 3-5 |
| Computer equipment | 3-5 |
| Leasehold improvements | 3-20 |
| Miscellaneous fixtures and equipment | 4-7 |
| Office furniture and equipment | 3-8 |
| Passenger shelters | 3 -15 |
| Revenue collection and counting equipment | 3-6 |
| Revenue vehicles (buses) | 12 |
| Revenue vehicles (vans) | 5-7 |
| Support vehicles | 5 |
| Safety and security equipment | 5-6 |
| Tool and shop equipment | 3-12 |

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position or balance sheet will sometimes report separate sections for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The RTC reports an amount related to pensions and other post-employment benefits (OPEB) on the government-wide financial statements.

In addition to liabilities, the Statement of Net Position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The RTC has two types of deferred inflows of resources: 1) Amounts which arises only under the modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The unavailable revenue reported is from three sources, federal grants, state grants, and project reimbursements and 2) Amounts related to pensions and OPEB on the government-wide financial statements. The amounts are deferred and recognized as an inflow of resources in the period that they become available.

Compensated Absences

It is the RTC's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. A liability is recognized for compensated absences relating to services already rendered that are not contingent on a specific event and are accrued as employees earn the rights to the benefits. Compensated absences relating to future services or that are contingent on a specified event will be accounted for in the period those services are rendered or those events take place. The obligation for compensated absences is accrued when incurred in the government-wide financial statements.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences (continued)

For governmental type funds, the compensated absences are reported as fund liabilities only to the extent that those liabilities relate to benefits payable to employees upon termination of their employment as of the fiscal year end.

Interfund Activity

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule include interfund lease payments between the RTC's street and highways, transportation services and metropolitan planning functions and the business-type activities, public transportation function. Elimination of these payments would distort the direct costs and program revenues for the various functions concerned.

Long-Term Obligations, Bond Discounts and Issuance Costs

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund Statement of Net Position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method, which is materiality consistent with the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Debt issuance costs are expensed during the current period.

In fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Pension

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of the State of Nevada (PERS) Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefits (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position Classifications

In government-wide statements, net position is classified as net position and displayed in three components:

- Net investment in capital assets – consists of capital assets net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings attributable to the acquisition, construction, or improvement of capital assets.
- Restricted – consists of net position subject to constraints that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- Unrestricted – all other amounts that do not meet the definition of "restricted" or "net investment in capital assets."

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance

In the fund financial statements, governmental funds report the difference between assets and liabilities as fund balance. The following are the classification policies and procedures used for reporting fund balance:

- *Nonspendable* fund balance includes amounts that are not in a spendable form or are required to be legally or contractually maintained intact.
- *Restricted* fund balance includes amounts that can only be spent for the specific purposes where restrictions are externally imposed by creditors, grantors, contributors, constitutional provisions, regulations of other governments, or enabling legislation. Effectively, restrictions may only be changed or lifted with the consent of the external party. The RTC has restricted fund balances in the form of monies restricted by the State for special studies, federal grants and enabling legislation.
- *Committed* fund balance includes amounts that can only be used for the specific purposes determined by a formal action of the government's highest level of decision making authority. Commitments may only be changed or lifted by the government taking the same formal action that imposed the original constraint. The RTC's Board of Commissioners is the highest level of decision making authority and any fund balance commitments established, modified, or rescinded would require a majority vote of the RTC's Board of Commissioners.
- *Assigned* fund balance comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body, an official or body to which the governing body delegates the authority. The RTC Board of Commissioners delegates to the Executive Director or his or her designee the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.
- *Unassigned* fund balance is the residual classification for the General Fund and includes all amounts not contained in the other classifications. For other governmental funds, the unassigned classification is used only to report a deficit balance resulting from specific purposes for which amounts had been restricted or committed.

The RTC will consider restricted fund balance to be spent first for an expenditure for which multiple fund balance classifications are available. Committed fund balance will be spent first, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for the purposes for which any unrestricted fund balance classification could be used.

Budget Minimum Fund Balance Policy

The RTC Board of Commissioners has adopted a minimum fund balance policy for budget preparation. Fund balance is set aside as a contingency for revenue shortfalls or unanticipated expenditures. Fund balance can also be used to temporarily finance cash flow and to fund self-insurance and capital replacement programs. A minimum fund balance policy establishes the type of fund balances an organization will have, as well as the size and use of those fund balances. It is not the intent of this policy to accumulate unnecessary or excessive levels of fund balance; nor is it to be used to fund regular or ongoing operations.

The purpose of this minimum fund balance policy is to:

- Provide an overall, long-range approach to financial management.
- Ensure that the RTC is able to meet its financial obligations as they arise.
- Improve fiscal stability and protect the RTC during a financial emergency.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budget Minimum Fund Balance Policy (continued)

a. **Public Transportation Program Policy Statement**

The sum of all fund balances for the Public Transportation Program shall be maintained at a minimum amount equal to two months of operating expenditures at June 30 of each fiscal year budget. The maximum fund balance amount would not exceed three months of operating expenditures.

b. **Street and Highway Program Policy Statement**

The minimum fund balance for the Street and Highway Program shall consist of two components:

1. Operating fund reserves will be maintained at a minimum of five (5) percent of operating expenditures.
2. The projects not yet finalized account will be maintained annually at a minimum of \$500,000.

The development of the minimum fund balance policy should ensure financial planning and stability for the future.

Comparative Data

The financial statements include certain prior-year summarized comparative information in total but not at the level of detail required for a presentation in conformity with generally accepted accounting principles. The comparative data has been presented only for the Enterprise Fund in the basic financial statements in order to provide an understanding of the changes in the financial position and operations of this fund. Accordingly, such information should be read in conjunction with the RTC's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

New Accounting Pronouncements

The Governmental Accounting Standards Board has issued GASB Statement No. 83, *Certain Asset Retirement Obligations*, effective for fiscal years beginning after June 15, 2018. This pronouncement was applicable; however, had no impact on the financial statements as of June 30, 2019.

The Governmental Accounting Standards Board has issued GASB Statement No. 84, *Fiduciary Activities*, effective for fiscal years beginning after December 15, 2018. This pronouncement will be implemented in fiscal year ending June 30, 2020.

The Governmental Accounting Standards Board has issued GASB Statement No. 87, *Leases*, effective for fiscal years beginning after December 15, 2019. This pronouncement will be implemented in fiscal year ending June 30, 2021.

The Governmental Accounting Standards Board has issued GASB Statement No. 88, *Certain Disclosures Related to Debt*, effective for fiscal years beginning after June 15, 2018. This pronouncement was applicable; however, had no impact on financial statements as of June 30, 2019.

The Governmental Accounting Standards Board has issued GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*, effective for fiscal years beginning after December 15, 2019. This pronouncement will be implemented in fiscal year ending June 30, 2021.

The Governmental Accounting Standards Board has issued GASB Statement No. 90, *Majority Equity Interests – An Amendment of GASB Statements No. 14 and No. 61.*, effective for fiscal years beginning after December 15, 2018. This pronouncement will be implemented in fiscal year ending June 30, 2020.

The Governmental Accounting Standards Board has issued GASB Statement No. 91, *Conduit Debt Obligations*, effective for fiscal years beginning after December 15, 2020. This pronouncement will be implemented in fiscal year ending June 30, 2022.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Information

For the year ended June 30, 2019, the RTC established its budget within the legally mandated timeframe.

- a. On or before April 15, the Finance Department submits to the Nevada Department of Taxation a tentative budget for the fiscal year commencing July 1, 2018.
- b. On May 21, 2018, the Executive Director submitted to the RTC's Board of Commissioners a proposed operating budget for the fiscal year commencing July 1, 2018. The operating budget includes proposed expenditures/expenses and the means of financing them.
- c. Public hearings were conducted in May to obtain taxpayer comments. On May 21, 2018, the budget for each fund was adopted through passage of a resolution by a majority vote of the RTC's Board of Commissioners of the RTC. The RTC filed the budget directly with the Department of Taxation, State of Nevada.

The following legal requirements were considered in developing the budgetary data which is reflected in the financial statements.

- a. Annual budgets for all governmental and proprietary funds are adopted on a basis consistent with generally accepted accounting principles. The governing body can augment the budget after following public hearing procedures. Unexpended appropriations lapse at year-end.
- b. The Executive Director is authorized to transfer appropriations between accounts within the General Fund. Any revision which alters the total appropriations of a function or fund must be approved in advance prior to year-end by the RTC's Board of Commissioners and submitted to the Department of Taxation, State of Nevada.
- c. State statute does not require that capital outlay, debt service payments, and other cash transactions normally reflected in the Statement of Net Position of the Proprietary Fund be limited by the budget.
- d. Budgeted appropriations generally may not be exceeded by actual expenditures of the various governmental functions in the General Fund, Special Revenue Funds, and by operating and non-operating expenses in the Proprietary Fund.
- e. Fund net position in the Proprietary Fund may not be a deficit.

Excess of Expenditures over Appropriations and Deficit Fund Net Position

The RTC conformed to all significant statutory constraints on its financial administration during the year.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE C – CASH AND INVESTMENTS

Deposits

For the year ended June 30, 2019, the RTC had the following cash balances:

| | Carrying Amount | Bank Balance |
|--|--------------------|-----------------|
| On hand | \$ 7,815 | \$ 7,815 |
| On deposit with bank | 15,379,016 | 16,941,991 |
| Restricted cash from Motor Vehicle Fuel Tax Revenue Bonds | 17,915,850 | 17,915,851 |
| Total RTC cash and deposits | \$ 33,302,681 | \$ 34,865,657 |

The difference between the carrying amount and bank balance results from outstanding checks and deposits not yet reflected at the bank.

Custodial Credit Risk – Deposits

For deposits, custodial credit risk is the risk that in the event of a bank failure, the RTC's deposits may not be returned. The RTC does not have a policy for custodial credit risk; however, the RTC participates through Washoe County in the Nevada State Collateral Pool for public fund deposits. Depository banks are required to place acceptable securities of no less than 102% of the market value of the total deposits of public entities in Nevada with a third party custodian. The collateral pool is administered and monitored by the Nevada State Treasurer's Office. Due to its participation in the Nevada State Collateral Pool, the RTC's deposits were fully insured and collateralized, and as such, were not exposed to any custodial credit risk at June 30, 2019.

Pooled Investment Funds

The RTC deposits are maintained in a recognized pooled investment fund under the care of the Washoe County Chief Investment Official (the Washoe County Treasurer) under authority delegated by the Board of County Commissioners. In addition, the Washoe County Treasurer's External Investment Pool is overseen by an Investment Committee and is included in their annual audit.

Pooled investment funds consist of cash deposited in the interest-bearing Washoe County Treasurer's External Investment Pool. The investment pool is not registered with the SEC as an investment company and no legally binding guarantees have been provided to support the value of the shares. The fair value of the pooled investments deposited in the investment pool is equal to the value of the pool shares. At June 30, 2019, the carrying amount of \$93,128,034 recorded at fair value of the various funds of the RTC in the pool was approximately 17.8% of the County's total balance. Earnings, realized and unrealized gains and losses are included in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances and the Proprietary Fund's Statement of Revenues, Expenses and Changes in Fund Net Position, captioned as investment income.

Because the RTC's deposits are maintained in a recognized pooled investment fund under the care of a third party and the RTC's share of the pool does not consist of specific, identifiable investment securities, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required. The RTC's deposits in the pool are considered to be highly liquid. The Washoe County audited Comprehensive Annual Financial Report indicates that there were no derivatives in the pool as of June 30, 2019. A copy of this report can be obtained at www.washoecounty.us or through a request sent to P.O. Box 11130, Reno, NV 89520.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments

The RTC has a formal investment policy adopted by the RTC Board of Commissioners that is designed to insure conformity with NRS and seeks to limit exposure to investment risks. State statute authorizes the RTC to invest in the following:

- Obligations of the United States or its agencies.
- Certificates of deposit issued by commercial banks, insured credit unions or savings and loan associations as well as certain farm loan bonds.
- Certain securities issued by local governments of the State of Nevada and other securities expressly authorized by other statutes of the State of Nevada.
- Bankers acceptances, commercial paper issued by a U.S. corporation or state operating in the U.S., and money market mutual funds registered with the Securities and Exchange Commission.
- Notes, bonds, and other unconditional obligations for the payment of money issued by corporations organized and operating in the United States.

Investments are recorded at fair value.

The RTC categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The RTC does not have any investment that is measured using Level 2 and 3 inputs.

As of June 30, 2019, the RTC had the following recurring fair value measurements as identified below:

| Government-Wide Balances: | Total | Fair Value Measurements Using | | |
|-------------------------------|-----------------------|-------------------------------|----------------|----------------|
| | | Level 1 Inputs | Level 2 Inputs | Level 3 Inputs |
| Commercial Paper | \$ - | \$ - | \$ - | \$ - |
| U.S. Treasury Notes | 11,554,415 | 11,554,415 | - | - |
| Money Market Mutual Funds | 2,002,373 | 2,002,373 | - | - |
| Federal Agency Bond | 248,752 | 248,752 | - | - |
| Total Investment | 13,805,540 | 13,805,540 | - | - |
| Total Cash | 33,302,681 | - | - | - |
| Washoe County Investment Pool | 93,128,034 | - | - | - |
| Total Cash and Investments | <u>\$ 140,236,255</u> | <u>-</u> | <u>-</u> | <u>-</u> |

Investments categorized as Level 1 are valued using prices quoted in active markets for those investments. Investments categorized as Level 2 are valued at fair value based on the observable market prices of the underlying assets held by the pool or fund less liabilities.

As of June 30, 2019, the RTC had the following investments and maturities:

| Government-Wide Balances: | Fair Value | Investment Maturities (In Years) | | | |
|-------------------------------|-----------------------|----------------------------------|----------------------|----------------------|---------------------|
| | | Less than 1 | 1 to 4 | 4 to 6 | 6 to 10 |
| Commercial paper | \$ - | \$ - | \$ - | \$ - | \$ - |
| U.S. Treasury Notes | 11,554,415 | - | 4,743,105 | 6,811,310 | - |
| Money Market Mutual Funds | 2,002,373 | 2,002,373 | - | - | - |
| Federal Agency Bond | 248,752 | - | 248,752 | - | - |
| Washoe County Investment Pool | 93,128,034 | 40,229,744 | 43,443,393 | 7,817,094 | 1,637,803 |
| Total Investment | 106,933,574 | 42,232,117 | 48,435,250 | 14,628,404 | 1,637,803 |
| Total Cash | 33,302,681 | - | - | - | - |
| Total Cash and Investments | <u>\$ 140,236,255</u> | <u>\$ 42,232,117</u> | <u>\$ 48,435,250</u> | <u>\$ 14,628,404</u> | <u>\$ 1,637,803</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Credit Risk

Credit risk is defined as the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The credit quality of investments is limited by NRS, which authorizes investments in obligations of the U.S. Treasury and agencies or instrumentalities of the U.S., obligations of the State of Nevada and local governments, notes, bonds and other obligations issued by corporations rated "A" or better by one or more nationally recognized bond credit rating agencies, commercial paper rated "A-1", "P-1" or better, repurchase agreements, certificates of deposit, and money market mutual funds rated "AAA" or its equivalent.

The RTC investment policy does not further limit its investment choices with the exception of investments in notes, bonds and other obligations issued by corporations. Pursuant to the RTC's formal investment policy, corporate obligations must be rated "AA" or better.

As of June 30, 2019, the RTC's investments were rated as follows:

| Investment Type | Fair Value | Ratings | |
|---------------------------|----------------------|---------|-------------------|
| | | Moody's | Standard & Poor's |
| U.S. Treasury Notes | \$ 11,554,415 | Aaa | AA+ |
| Money Market Mutual Funds | 2,002,373 | | |
| Federal Agency Bond | 248,752 | Aaa | AA+ |
| Total Investments | \$ 13,805,540 | | |

Interest Rate Risk

Interest rate risk is defined as the risk that changes in market interest rates will adversely affect the fair value of an investment. NRS 355.170 and NRS 355.171 limit maturities of authorized investments. The RTC's formal investment policy does not further limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The weighted average years to maturity for all investments at June 30, 2019 are 0.84 years.

Concentration of Credit Risk

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of a government's investment in a single issuer. The RTC's formal investment policy requires investment portfolio diversification in order to eliminate the risk of loss from overconcentration. The policy places the statutory limits on investments. Amounts invested in direct obligations of the U.S. government, securities backed by the full faith and credit of the U.S. government, repurchase agreements or certificates of deposit are not limited. Investment limits per issuer are placed on the following securities: securities backed by federal agencies, 35%; agency issued mortgage-backed securities, 15%; corporate obligations, 4%; obligations issued by state and local governments, 25%. Other limits are placed on the following securities: bankers acceptances, 20% in the aggregate; commercial paper, 20% of portfolio; and money market funds, 45% of money market fund assets.

At June 30, 2019, RTC's investments were invested in the following:

| | |
|---------------------------|--------|
| U.S. Treasury | 83.69% |
| Money Market Mutual Funds | 14.50% |
| Federal Agency Bond | 1.80% |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE D – RESTRICTED CASH AND INVESTMENTS

Governmental Funds

The restricted cash and investments balance of \$31,721,390 in the Debt Service Fund is restricted for required reserves and debt service on the bonds.

NOTE E – CAPITAL ASSETS

A summary of activity in capital assets used in the operation of governmental activities for the year ended June 30, 2019, follows:

| <u>Governmental Activities</u> | Balance June 30, 2018 | Additions & Reclassifications | Transfers/ Deletions | Balance June 30, 2019 |
|--|--------------------------|----------------------------------|-------------------------|--------------------------|
| Capital Assets not being depreciated: | | | | |
| Land | \$ 2,282,090 | \$ - | \$ - | \$ 2,282,090 |
| Water Rights | - | 1,300,000 | - | 1,300,000 |
| Construction in progress | 18,522 | 248,822 | - | 267,344 |
| Total Capital Assets, not being depreciated | <u>2,300,612</u> | <u>1,548,822</u> | <u>-</u> | <u>3,849,434</u> |
| Capital Assets being depreciated: | | | | |
| Revenue & support vehicles | 5,586,902 | 39,148 | (131,197) | 5,494,853 |
| Other equipment | 4,300,717 | 288,780 | (365,085) | 4,224,412 |
| Buildings and leasehold improvements | 7,176,299 | - | - | 7,176,299 |
| Total Capital Assets being depreciated | <u>17,063,918</u> | <u>327,928</u> | <u>(496,282)</u> | <u>16,895,564</u> |
| Less accumulated depreciation for: | | | | |
| Revenue & support vehicles | (3,390,448) | (973,355) | 131,197 | (4,232,606) |
| Other equipment | (4,010,725) | (130,706) | 365,085 | (3,776,346) |
| Buildings and leasehold improvements | (5,673,136) | (240,466) | - | (5,913,602) |
| Total accumulated depreciation | <u>(13,074,309)</u> | <u>(1,344,527)</u> | <u>496,282</u> | <u>(13,922,554)</u> |
| Total Capital Assets being depreciated, net | <u>3,989,609</u> | <u>(1,016,599)</u> | <u>-</u> | <u>2,973,010</u> |
| Governmental activities Capital Assets, net | <u>\$ 6,290,221</u> | <u>\$ 532,223</u> | <u>\$ -</u> | <u>\$ 6,822,444</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE E – CAPITAL ASSETS (CONTINUED)

A summary of activity in capital assets used in business-type activities for the year ended June 30, 2019, follows:

| <u>Business-type Activities</u> | <u>Balance June 30, 2018</u> | <u>Additions</u> | <u>Transfers/ Deletions</u> | <u>Balance June 30, 2019</u> |
|---|----------------------------------|----------------------|---------------------------------|----------------------------------|
| Capital Assets not being depreciated: | | | | |
| Land | \$ 16,681,818 | \$ - | \$ - | \$ 16,681,818 |
| Construction in progress | 9,777,897 | 3,569,033 | (9,777,898) | 3,569,032 |
| Total Capital Assets, not being depreciated | 26,459,715 | 3,569,033 | (9,777,898) | 20,250,850 |
| Capital Assets being depreciated: | | | | |
| Revenue vehicles | 39,953,032 | 9,898,079 | (2,760,467) | 47,090,644 |
| Tool and shop equipment | 1,024,729 | 1,185,053 | - | 2,209,782 |
| Office furniture and equipment | 132,917 | - | - | 132,917 |
| Support vehicles | 531,378 | 38,107 | - | 569,485 |
| Revenue collection and counting equipment | 1,783,525 | 339,339 | (548,906) | 1,573,958 |
| Miscellaneous fixtures and equipment | 2,148,070 | 1,259,656 | (133,590) | 3,274,136 |
| Buildings and leasehold improvements | 64,088,151 | 452,466 | - | 64,540,617 |
| Land improvements | 1,364,355 | - | - | 1,364,355 |
| Communications equipment | 558,393 | 1,489,588 | - | 2,047,981 |
| Surveillance equipment | 999,133 | 98,733 | (16,210) | 1,081,656 |
| Passenger shelters | 7,640,786 | 3,952,779 | - | 11,593,565 |
| Computer equipment | 1,760,506 | 64,955 | (64,408) | 1,761,053 |
| Intelligent transportation system | 3,057,214 | - | - | 3,057,214 |
| Total Capital Assets being depreciated | 125,042,189 | 18,778,755 | (3,523,581) | 140,297,363 |
| Less accumulated depreciation for: | | | | |
| Revenue vehicles | (24,980,731) | (3,546,701) | 2,760,467 | (25,766,965) |
| Tool and shop equipment | (410,774) | (86,570) | - | (497,344) |
| Office furniture and equipment | (132,917) | - | - | (132,917) |
| Support vehicles | (486,743) | (20,993) | - | (507,736) |
| Revenue collection and counting equipment | (1,444,894) | (138,630) | 548,906 | (1,034,618) |
| Miscellaneous fixtures and equipment | (1,239,705) | (154,767) | 133,590 | (1,260,882) |
| Buildings and leasehold improvements | (22,598,835) | (2,235,809) | - | (24,834,644) |
| Land improvements | (654,081) | (55,049) | - | (709,130) |
| Communications equipment | (449,724) | (62,981) | - | (512,705) |
| Surveillance equipment | (884,003) | (32,096) | 16,210 | (899,889) |
| Passenger shelters | (4,332,627) | (786,111) | - | (5,118,738) |
| Computer equipment | (1,472,185) | (124,130) | 64,408 | (1,531,907) |
| Intelligent transportation system | (3,057,214) | - | - | (3,057,214) |
| Total accumulated depreciation | (62,144,432) | (7,243,837) | 3,523,581 | (65,864,688) |
| Total Capital Assets being depreciated, net | 62,897,757 | 11,534,918 | - | 74,432,675 |
| Business-type activities Capital Assets, net | \$ 89,357,472 | \$ 15,103,951 | \$ (9,777,898) | \$ 94,683,525 |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE E – CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs of the primary government as follows:

| <u>Governmental Activities:</u> | |
|---|---------------------|
| Streets and highways | \$ 34,193 |
| Transportation services | <u>1,310,334</u> |
| Total depreciation expense - Governmental activities | <u>1,344,527</u> |
| Business-type activities: | |
| Public transportation | <u>\$ 7,243,837</u> |

NOTE F – CONTINGENCIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable fund. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the RTC expects such amounts, if any, to be immaterial.

NOTE G – UNEARNED REVENUE

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. At the end of the current fiscal year, \$13,750 in unearned rental revenue was reported in the General Fund.

NOTE H – UNINSURED RISK

The RTC is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The RTC is self-insured for municipal liability and business auto liability. The RTC administers claims and judgments falling under the self-insurance limit. Liabilities of any fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount, as it depends on many factors, such as inflation, changes in legal doctrines and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of payouts), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. All claims are liquidated as they become due and payable using current resources. Additional excess coverage insurance policies cover individual claims in excess of \$25,000 per event. Settlements have not exceeded coverage for each of the past five fiscal years. The RTC did not incur any liability claim in fiscal year 2019.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE I – LONG - TERM OBLIGATIONS

Current Refunding

On December 20, 2018, RTC issued Series 2018 Bonds for a total proceeds of \$183,235,000 with a premium of \$22,507,275 to refund and defease the Bonds Series 2009 for \$60,787,000 and 2013 for \$164,265,000. As a result of the refunding, RTC reduced annual debt service payments starting in FY 2020 by \$2.4 million, with a total savings of refunding of \$44.7 million. The refunding transaction resulted in a gain on refunding of \$3.6 million that is recorded as a deferred inflow of resources on the statement of net position. The deferred inflow is being amortized as an adjustment to interest expense over the original life of the refunded debt.

Revenue Bonds

The RTC issued revenue bonds to provide funds for the construction and pavement maintenance of certain streets and highways in the County. All revenue bonds are publicly issued debt. There are no subjective accelerative clauses related tot he outstanding debt.

The bond Series 2010ABC, Series 2010EF and Series 2018 constitute special, limited obligations of Washoe County, payable solely from and secured by an irrevocable pledge of the Net Pledged Revenues, derived primarily from certain taxes on motor vehicle fuel collected by the RTC.

The bond Series 2010H constitutes special, limited obligations of Washoe County, payable from and secured by an irrevocable pledge of the Net Pledged Revenues, derived primarily from one-eighth of one percent (0.125%) sales tax collected by the RTC.

The bonds shall not be considered or held to be a general obligation of the County or RTC. Owners of the bonds may not look to any other funds or accounts other than those specifically pledged to the payment of the bonds.

Bonds outstanding at June 30, 2019 are as follows:

| | Date of Issue | Original Issue | Interest Rates to Maturity | Final Maturity | Principal Outstanding June 30, 2019 |
|---|----------------------|-----------------------|-----------------------------------|-----------------------|--|
| Motor Vehicle Fuel Tax Series 2010A ⁽¹⁾ | 3/17/2010 | \$ 13,179,000 | 2.5 - 4.0 % | 2/1/2020 | \$ 2,396,000 |
| Motor Vehicle Fuel Tax Series 2010B ⁽²⁾ | 3/17/2010 | 66,821,000 | 5.6 - 7.2 | 2/1/2039 | 66,821,000 |
| Motor Vehicle Fuel Tax Series 2010C ⁽³⁾ | 3/17/2010 | 10,000,000 | 7.2 | 2/1/2040 | 10,000,000 |
| Motor Vehicle Fuel Tax Series 2010E ⁽²⁾ | 12/16/2010 | 58,775,000 | 7.969 | 2/1/2040 | 58,775,000 |
| Motor Vehicle Fuel Tax Series 2010F ⁽³⁾ | 12/16/2010 | 5,385,000 | 7.875 | 2/1/2040 | 5,385,000 |
| Sales Tax Improvement Bonds Series 2010H ⁽²⁾ | 12/16/2010 | 20,000,000 | 7.451 | 2/1/2040 | 20,000,000 |
| Motor Vehicle Fuel Tax Series 2018 ⁽¹⁾ | 12/20/2018 | 183,235,000 | 4 - 5.2 | 1/1/2043 | 183,235,000 |
| | | <u>\$ 357,395,000</u> | | | <u>\$ 346,612,000</u> |

¹ Tax Exempt Bond

² Taxable Direct Pay Build America Bond (BAB) providing federally refundable interest credits

³ Taxable Recovery Zone Economic Development Bond (RZEDB) providing federally refundable interest credits

The debt service on bond Series 2010A and 2018 will be payable from net pledged revenues.

The debt service on bond Series 2010B, 2010C, 2010E, 2010F, and 2010H will be payable from net pledged revenues and BAB and RZED interest credits to the extent that any such credits are actually received by the RTC.

Net pledged motor vehicle fuel tax revenues for the fiscal year on Motor Vehicle Fuel Tax bonds totaled \$86,738,311 with principal and interest payments on the bonds totaling \$20,258,459. Total principal and interest remaining to be paid on all motor vehicle fuel tax bonds before BAB and RZEDB credits is \$614,457,488 payable through 2043.

Pledged sales tax revenue for the fiscal year on the Series 2010H bonds totaled \$10,450,532. Interest payments totaling \$1,490,200 were made during FY 2019. Total principal and interest remaining to be paid on the Series 2010H bond before BAB interest credits, is \$43,932,985 payable through 2040.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE I – LONG TERM OBLIGATIONS (CONTINUED)

Compensated Absences

The liability for compensated absences is included in noncurrent liabilities on the government-wide Statement of Net Position. The governmental activities liability for compensated absences is for RTC employee benefits which are paid from the General Fund; therefore, no compensated absences liability is reported for in the business-type activities.

Changes in long-term liabilities

Changes in long-term liabilities for the year ended June 30, 2019, was as follows:

| | Balance July 1, 2018 | Additions | Reductions | Balance June 30, 2019 | Due Within One Year |
|-----------------------------------|-------------------------|-----------------------|-------------------------|--------------------------|------------------------|
| GOVERNMENTAL ACTIVITIES | | | | | |
| Revenue Bonds | | | | | |
| Motor Vehicle Fuel Tax Bonds | \$ 370,732,000 | \$ 183,235,000 | \$ (227,355,000) | \$ 326,612,000 | \$ 6,626,000 |
| Sales Tax Improvement Bonds | 20,000,000 | - | - | 20,000,000 | - |
| Total Revenue Bonds | 390,732,000 | 183,235,000 | (227,355,000) | 346,612,000 | 6,626,000 |
| Less | | | | | |
| Bond Premium | 9,179,622 | 22,507,275 | (9,670,579) | 22,016,318 | 1,312,152 |
| Bond Discount | (24,955) | 15,707 | - | (9,248) | (9,248) |
| Total Bond Premiums and Discounts | 9,154,667 | 22,522,982 | (9,670,579) | 22,007,070 | 1,302,904 |
| Other Liabilities | | | | | |
| Compensated absences | 744,628 | 563,578 | (499,959) | 808,247 | 378,320 |
| Total Other Liabilities | 744,628 | 563,578 | (499,959) | 808,247 | 378,320 |
| Total Governmental Activities | 400,631,295 | 206,321,560 | (237,525,538) | 369,427,317 | 8,307,224 |
| Total Long-Term Obligations | \$ 400,631,295 | \$ 206,321,560 | \$ (237,525,538) | \$ 369,427,317 | \$ 8,307,224 |

Long - term liabilities are liquidated from the General Fund for governmental activities.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE J – DEBT SERVICE REQUIREMENTS

Revenue bond debt service requirements to maturity are as follows:

| Year Ending June 30, | Principal ¹ | Interest ² | Total |
|-------------------------|------------------------|-----------------------|-----------------------|
| 2020 | \$ 6,626,000 | \$ 21,962,144 | \$ 28,588,144 |
| 2021 | 7,896,000 | 20,642,081 | 28,538,081 |
| 2022 | 8,257,000 | 20,233,082 | 28,490,082 |
| 2023 | 8,634,000 | 19,799,060 | 28,433,060 |
| 2024 | 9,036,000 | 19,337,355 | 28,373,355 |
| 2025-2029 | 53,388,000 | 88,735,641 | 142,123,641 |
| 2030-2034 | 73,591,000 | 69,141,677 | 142,732,677 |
| 2035-2039 | 93,670,000 | 41,665,325 | 135,335,325 |
| 2040-2043 | 85,514,000 | 10,262,109 | 95,776,109 |
| | <u>\$ 346,612,000</u> | <u>\$ 311,778,474</u> | <u>\$ 658,390,474</u> |

¹ Principal amounts exclude discounts and premiums

² Interest amounts exclude Build America Bond (BAB) and Recovery Zone Economic Development Bond (RZEDB) credits in the amount of \$62,953,717 through 2043.

NOTE K – INTERFUND ACCOUNT BALANCES AND TRANSFERS

Interfund account balances are a result of the timing differences between the dates that interfund goods and services are provided or reimbursable expenditures occur, and transfers between funds are made. Interfund account balances at June 30, 2019 are summarized as follows:

| | Due From | | | | | | Total |
|-------------------------------|-------------------|-------------------|-------------------------------|-------------------|-----------------------------|---------------------|---------------------|
| | General Fund | Debt Service Fund | Regional Road Impact Fee Fund | Paratransit Fund | Nonmajor Governmental Funds | Proprietary Fund | |
| Due To: | | | | | | | |
| General Fund | \$ - | \$ - | \$ 97,232 | \$ 167,931 | \$ 321,748 | \$ 1,664,971 | \$ 2,251,882 |
| Regional Road Impact Fee Fund | - | - | - | - | - | - | - |
| Paratransit Fund | - | - | - | - | - | 6,485 | 6,485 |
| Nonmajor Governmental Fund | - | - | - | - | - | - | - |
| Governmental Funds | - | - | 97,232 | 167,931 | 321,748 | 1,671,456 | 2,258,367 |
| Proprietary Fund | 168,382 | - | - | 15,227 | 18,525 | - | 202,134 |
| | <u>\$ 168,382</u> | <u>\$ -</u> | <u>\$ 97,232</u> | <u>\$ 183,158</u> | <u>\$ 340,273</u> | <u>\$ 1,671,456</u> | <u>\$ 2,460,501</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE K – INTERFUND ACCOUNT BALANCES AND TRANSFERS (CONTINUED)

Transfers are used to (1) move revenues from the fund that statute or budget requires collect them to the funds that statute or budget requires expend them and (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due. Interfund transfer balances at June 30, 2019 were as follows:

| Interfund transfers for the year ended June 30, 2019 | | |
|--|-------------------------------|---------------|
| Transfers from: | Transfers to: | Amount |
| General Fund | Regional Road Impact Fee Fund | \$ 562,450 |
| | Debt Service Fund | 27,024,148 |
| | Nonmajor Governmental Funds | 1,190,000 |
| | Subtotal | 28,776,598 |
| Public Transit Fund | Nonmajor Governmental Funds | 210,000 |
| Total Transfers In / Out | | \$ 28,986,598 |

NOTE L – INVESTMENT INCOME

Investment income consists of the following as of June 30, 2019:

| | |
|--|--------------|
| <u>Governmental Activities</u> | |
| Interest income | \$ 1,439,886 |
| Net increase in the fair value of investments | 1,736,119 |
| Realized gain | 90,288 |
| | \$ 3,266,293 |
| <u>Business-type Activities</u> | |
| Interest income | \$ 286,936 |
| Net increase in the fair value of investments | 243,919 |
| Realized gain | 14,075 |
| | \$ 544,930 |

The calculation of realized gain or loss is independent of the calculation of the net change in the fair value of investments. Realized gains or losses on investments held more than one fiscal year, which were sold in the current year, have been included as a change in the fair value of investments as reported in prior years and the current year.

NOTE M – LEASE INCOME

The Proprietary Fund owns a building located on Terminal Way in Reno, Nevada. The acquisition cost and subsequent improvements of the building and land are \$6,563,799 as of June 30, 2019. As of June 30, 2019, accumulated depreciation of the building was \$4,260,000.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE M – LEASE INCOME (CONTINUED)

Building space is leased to various companies. Eventually, the RTC plans to fully occupy the building. Future minimum lease receipts are as follows:

| Year ending June 30, | |
|----------------------|------------------|
| 2020 | <u>12,624</u> |
| | <u>\$ 12,624</u> |

In addition, building space is leased to the General Fund and Special Revenue Funds on a month-to-month basis. Rental income from the building for the year ended June 30, 2019, was \$356,704 of which \$246,900 was received from the General Fund, and \$44,460 was received from the Special Revenue Funds.

In November 2018, RTC entered into a two year agreement with My Ride to Work, LLC. to allow the use of the Centennial Plaza property for passenger waiting, boarding and alighting for their service between Reno and the Tesla Factory east of Reno. Rental Income of \$12,000 was received in fiscal 2019.

In December 2018, RTC entered into a two year agreement with Greyhound Lines, Inc. to allow the use of the Centennial Plaza property for the conduct of business operations for passenger bus transportation. Rental income of \$28,200 was received in fiscal 2019.

In addition, a license agreement was entered into in June 2014 with Silver State Trailways to allow the use of Bus Bay B of the Centennial Plaza property for passenger waiting, boarding and alighting only. In fiscal year 2016, Silver State Trailways was purchased by Silverado Stages. Rental income of \$445 was received in fiscal year 2019.

Lease income of \$15,250 was received from Clear Channel Outdoor, Inc. for a billboard acquired through property acquisition for the Moana Lane widening project which was paid for by Motor Vehicle Fuel Tax Bond funds.

NOTE N – RETIREMENT PROGRAMS

The RTC contributes to the following retirement programs:

State of Nevada Public Employees' Retirement System

Plan Description

The RTC contributes to the Public Employees' Retirement System (PERS) (the System). PERS administers a cost-sharing, multiple-employer defined benefit Public employees' retirement system which includes both Regular and Police/Fire members. The System was established by the Nevada Legislature in 1947, effective July 1, 1948. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

Benefits, as required by the Nevada Revised Statutes (NRS) are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits. Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees' Retirement System (continued)

For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% multiplier. PERS offers several alternatives to the unmodified service retirement allowance which in general, allows the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death. Post-retirement increases are provided by authority of NRS 286.575 -.579.

Regular members are eligible for retirement at age 65 with five years of service, at age 60 with 10 years of service, or at any age with thirty years of service. Regular members entering the System on or after January 1, 2010, are eligible for retirement at age 65 with five years of service, or age 62 with 10 years of service, or any age with thirty years of service. The normal ceiling limitation on monthly benefits allowances is 75% of average compensation. However, a member who has an effective date of membership before July 1, 1985, is entitled to a benefit of up to 90% of average compensation. Members become fully vested as to benefits upon completion of five years of service.

Funding Policy

Plan members are funded under the employer pay contribution plan, wherein the RTC is required to contribute all amounts due under the plan. The authority for establishing and mending the obligation to make contributions and member contribution rates is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983 have the option of selecting one of two contribution plans. Contributions are shared equally by employer and employee. Employees can take a reduced salary and have contributions made by the employer (EPC) or can make contributions by a payroll deduction matched by the employer.

The System's basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due. The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions actually made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450. The actuary funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and result in a relatively level long-term contributions requirement as a percentage of salary. For the fiscal year ended June 30, 2019, the employer-pay contribution rate was 28% of annual covered payroll. The RTC contributes 100% of the required annual contribution. The following are the rates and amounts contributed for the last three years:

| <u>Year ending June 30,</u> | <u>Contribution Required</u> | <u>Employers Contribution Rate</u> |
|-----------------------------|------------------------------|------------------------------------|
| 2019 | \$ 1,652,215 | 28.00% |
| 2018 | 1,502,067 | 28.00% |
| 2017 | 1,473,393 | 28.00% |

The System's policies which determine the investment portfolio target asset allocation are established by the PERS Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System. The following was the Board adopted policy target asset allocation as of June 30, 2018:

| <u>Asset Class</u> | <u>Target Allocation</u> | <u>Long-term Geometric Expected Real Rate of Return</u> |
|----------------------|--------------------------|---|
| Domestic Stocks | 42.00% | 5.50% |
| International Stocks | 18.00% | 5.75% |
| U.S. Bonds | 30.00% | 0.25% |
| Private Markets | 10.00% | 6.80% |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees' Retirement System (continued)

Pension Liability

The System's net pension liability was measured as of June 30, 2018 and the total pension liability used to calculate it was determined by an actuarial valuation as of that date. The employer allocation percentage of the net pension liability was based on the total contributions due on wages paid during the measurement period. Each employer's proportion of the net pension liability is based on their combined employer and member contributions relative to the total combined employer and member contributions for all employers for the period ended June 30, 2018. At June 30, 2018, RTC's proportion was .08096%, which was a .00112 decrease from its proportion measured at June 30, 2017.

The following presents the net pension liability of the RTC as of June 30, 2018, calculated using the discount rate of 7.50%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50%) or 1-percentage-point higher (8.50%) than the current discount rate:

| | 1% Decrease in Discount Rate (6.50%) | Discount Rate (7.50%) | 1% Increase in Discount Rate (8.50%) |
|---|--|--------------------------|--|
| RTC's proportionate share of the net pension liability | \$ 16,836,525 | \$ 11,040,636 | \$ 6,224,591 |

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the PERS Comprehensive Annual Financial Report, available on the PERS website at www.nvpers.org.

Actuarial Assumptions

The System's net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|----------------------------|--|
| Inflation rate | 2.75% |
| Payroll Growth | 5.00%, including inflation |
| Investment Rate of Return | 7.5% |
| Productivity pay increase | 0.50% |
| Projected salary increases | Regular: 4.25% to 9.15%, depending on service Rates include inflation and productivity increases |
| Consumer Price Index | 2.75% |
| Mortality rate | Healthy/Regular: RP-2000 Combined Healthy Mortality Table projected to 2016 with Scale AA, set back one year for females (no age setback for males) Disables/Regular: RP-2000 Disabled Retiree Mortality table projected to 2016 with Scale AA, set forward three years |
| Other assumptions | Same as those used in the June 30, 2018 funding actuarial valuation |

Actuarial assumptions used in the June 30, 2018 valuation were based on the results of the experience review completed in 2017.

The discount rate used to measure the total pension liability was 7.50% as of June 30, 2018. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, the pension plan's fiduciary net position at June 30,

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees' Retirement System (continued)

2018, was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2018.

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

As of June 30, 2019, RTC's total pension expense is \$654,892. At June 30, 2018, the plan's measurement date, RTC's reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|-----------------------------------|----------------------------------|
| Differences between expected and actual experience | \$ 345,872 | \$ 512,475 |
| Changes of assumptions | 581,772 | - |
| Net difference between projected and actual earnings on investments | - | 52,564 |
| Changes in proportion and differences between actual contributions and proportionate share of contributions | 116,435 | 526,478 |
| Total before contribution subsequent to measurement date | 1,044,079 | 1,091,517 |
| Contributions subsequent to the measurement date | 1,652,215 | - |
| Total | \$ 2,696,294 | \$ 1,091,517 |

As of June 30, 2018, RTC reported \$1,652,215 deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date which will be recognized as a reduction of the net pension liability in the year ending June 30, 2019.

Average expected remaining service lives are 6.22 years.

RTC's deferred outflows/(inflows) of resources related to pension will be recognized as follows:

Reporting period ended June 30:

| | |
|------|------------|
| 2020 | \$ 157,809 |
| 2021 | (31,788) |
| 2022 | (285,375) |
| 2023 | 22,529 |
| 2024 | 80,392 |
| 2025 | 8,995 |

Additional information supporting the Schedule of Employer Allocations and the Schedule of Pension amounts by Employer is located in the PERS Comprehensive Annual Financial Report available on the PER's website at www.nvpers.org under Quick Links – Publications.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

RTC – Internal Revenue Code Section 457 Deferred Compensation Plan

The RTC offers a non-qualified deferred compensation plan to its employees under Internal Revenue Code (IRC) Section 457. The plan is offered to all RTC employees and permits them to defer a portion of their salary until future years. The accumulated amount of each employee's deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. All assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries and are administered by an independent plan administrator. The RTC does not have fiduciary accountability for the plan. The RTC elects to contribute to each employee's deferred compensation plan, as matching funds, up to 1% of each employee's annual base salary. The RTC also matches 7% of the Executive Director's salary. Total contributions to the plan for the year ended June 30, 2019 were \$51,123.

RTC – 401(a) Plan

On December 17, 2004, the RTC established a 401(a) Money Purchase Retirement Plan through ICMA Retirement Corporation. The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust was established for the exclusive benefit of eligible employees and their beneficiaries under Section 401(a) of the IRC. The plan year coincides with the calendar year. All employees whose positions are covered by PERS are eligible to participate. The Plan is voluntary and there are no mandatory contributions from employees or the RTC. Contributions are limited to less than 25% of compensation, and compensation has been defined to include overtime and bonuses. The decision to participate is a one-time irrevocable decision. Loans are not permitted under the plan.

In 2009, the Internal Revenue Service (IRS) ruled that annual open enrollment periods for 401(a) plans would no longer be allowed. New plan enrollments are only allowed for new hires within the first sixty days of employment.

RTC – Retirement Health Savings Plans

On December 17, 2004, the RTC established a Retirement Health Savings Plan (RHS Plan). The RHS Plan was funded through voluntary employee contributions. The assets of the Plan are held in trust for the exclusive benefit of the RHS Plan participants and their beneficiaries, with the ICMA Retirement Corporation serving as the trustee. Once an employee participates in the RHS Plan, the election to contribute is irrevocable. The participant is eligible to receive benefits upon separation from service.

In 2007, the IRS ruled that the elective features of the types of plans like the RHS Plan would not be permitted after December 31, 2007. Although the ICMA and IRS reached a settlement preserving the existing favorable tax treatment of participants already in the RHS Plan, no new participants can join the plan and no further contributions can be made to the Plan by existing participants.

NOTE O – FUND BALANCES / NET POSITION

Government-wide Financial Statements

The government-wide Statement of Net Position is categorized as net investment in capital assets, restricted and unrestricted. Governmental Activities reports \$6,822,444 in net investment in capital assets and \$101,784,857 of restricted net position which is restricted by terms of grants and by enabling legislation for street and highway construction. Another \$31,785,751 is subject to restrictions by the terms of bond covenants for future debt service requirements of principal and interest. Unrestricted net position is \$(391,330,391), and total net position is \$(250,937,339). The negative unrestricted balances are the result of bonds issued during the fiscal years ended June 30, 2010 and December 20, 2018 totaling \$357,395,000 in the aggregate. Proceeds of the bonds have been used to fund various streets and highways projects.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE O – FUND BALANCES / NET POSITION (CONTINUED)

Government-wide Financial Statements (continued)

RTC's Street and Highway program builds and maintain streets and highways, which are then dedicated to Reno, Sparks, and Washoe County. As a result the RTC carries a large debt burden with no offsetting asset. The debt will be paid through pledged motor vehicle fuel and sales taxes projected to be collected over the next 25 years. Management believes that the RTC will have sufficient cash flow to service the debt.

The net position for Business-type Activities is categorized as net investment in capital assets and unrestricted. The total net position at June 30, 2019 is \$107,616,396.

Fund Financial Statements

Governmental Funds

Governmental fund balances are classified as nonspendable, restricted, and assigned based primarily on the extent to which the RTC is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable funds include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. At June 30, 2019, nonspendable funds consisted of prepaid items and deposits totaling \$524,899.

Restricted fund balances are restricted to specific purposes either by external restrictions (debt covenants, grantors, laws or regulations of other governments) or restrictions imposed by law through constitutional provisions or enabling legislation.

At June 30, 2019, the RTC had \$2,013,426 in restricted fund balances on unspent federal grants match.

The restricted amounts for street and highway construction represent project appropriations for construction planning commitments as permitted by state statute.

The changes in the amounts for project appropriations in the General Fund (Regional Streets and Highways) during the year ended June 30, 2019 were as follows:

| | | |
|---|----|---------------------|
| Balance at July 1, 2018 | \$ | 111,191,453 |
| Project appropriations | | 119,882,406 |
| Expenditures | | 42,562,714 |
| Net project adjustments | | <u>(29,429,842)</u> |
| Total balance for project appropriations at June 30, 2019 | \$ | <u>159,081,303</u> |

The total balance for project appropriations exceeds the available restricted fund balance of \$86,637,854 for street and highway construction in the General Fund by \$72,443,449. Since the expenditures for these projects will span more than one year, future revenue sources will be required to fund these appropriations.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE O – FUND BALANCES / NET POSITION (CONTINUED)

Fund Financial Statements (continued)

The changes in the amounts for project appropriations of the Special Revenue Fund (Regional Road Impact Fee) during the year ended June 30, 2019 were as follows:

| | | |
|---|----|--------------------|
| Balance at July 1, 2018 | \$ | 8,920,132 |
| Project appropriations | | 5,397,087 |
| Expenditures | | 2,105,218 |
| Net project adjustments | | <u>(2,638,704)</u> |
| Total balance for project appropriations at June 30, 2019 | \$ | <u>9,573,297</u> |

The available restricted fund balance for street and highway construction in the Regional Road Impact Fee Fund is \$13,133,577 which exceeds the total balance for project appropriations by \$(3,560,280) which will be used for future project expenditures.

Debt Service restricted funds of \$31,785,751 represents resources legally restricted by bond covenants for future debt service requirements of both principal and interest.

Assigned fund balances represent amounts that are constrained by the RTC's intent to use the funds for specific purposes. The RTC had \$2,167,836 in assigned balances which have been assigned for the purposes of the Paratransit Services Fund, 32,592 have been assigned for the purposes of the Debt Service Fund, and \$566,328 assigned for purposes of the Metropolitan Planning Organization fund.

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

In addition to the pension benefits described in Note N, the RTC provides other postemployment health benefits (OPEB) for eligible retirees through the RTC Retiree Health Benefit Program (RTC RHBP), a single employer defined benefit OPEB plan, and participates in the State of Nevada's Public Employee Benefit Plan (PEBP), an agent multiple-employer defined benefit OPEB plan.

RTC Retiree Health Benefit Program (RTC RHBP)

Plan Description

In accordance with NRS 287.010, the RTC Commission established and administers a retiree health insurance plan through the RTC Personnel Rules to provide postemployment benefits to eligible employees upon retirement. Retirees are offered medical, vision, and life insurance coverage through a single-employer defined benefit plan. As of June 30, 2017, all employees hired before June 1, 2013 who retire from the RTC and meet the requirements for retirement under the Public Employees Retirement System of Nevada (PERS) are eligible to participate. The plan benefit formula is based on years of service and retirees can choose from a self-funded group health plan or an HMO. The plan does not issue a separate financial report.

Funding Policy

The contribution requirements and benefits of the RTC are established and may be amended by the RTC Commission through the RTC Personnel Rules. The RTC contributes 50% of the health benefit premium for retirees with at least 10 years of service, 75% with 15 years, and 100% with 20 years or more. The benefit is reduced by 50% for part-time employees achieving the required milestones. Benefits are paid on a pay-as-you-go basis.

As of June 30, 2018, the following employees were covered by the benefit terms:

| | | |
|--------------------|--|------------|
| Active employees | | 68 |
| Retirees | | <u>37</u> |
| Total Participants | | <u>105</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

State of Nevada’s Public Employee Benefit Plan (PEBP)

Plan Description

NRS 287.023 allowed retired employees of governmental entities within the State of Nevada to join the State's Public Employee Benefit Program (PEBP), an agent multiple-employer defined benefit OPEB plan administered by a nine member governing board. PEBP provided medical, prescription, vision, life and accident insurance, and dental for retirees. The Plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the Plan and no financial reports are issued.

Eligibility, benefit provisions, and subsidy requirements are governed by statutes of the State of Nevada and can only be amended through legislation. The statutes were revised effective November 30, 2008, to create new participation limitations so that only active members of PEBP can elect coverage after retirement. While the plan is generally closed to RTC retirees after September 1, 2008, former employees covered by PEBP at the time of their retirement (through a subsequent employer) may join the plan. For a retiree to participate in the PEBP program, the participant must be receiving PERS benefit.

Funding Policy

The RTC is required to provide a subsidy for their retirees that have elected to join PEBP. The subsidy is paid on the pay-as-you-go basis. Contribution requirements for plan members and the participating employers are assessed by the PEBP Board annually. Unsubsidized non-state retiree plan rates in effect for the fiscal year ranged from \$398 to \$814 per month. The contributions required for PEBP subsidies depend on the date of retirement or prior years of Public Employees Retirement System (PERS) service former employees earned while working for the RTC. The subsidy depends on years of service and ranges from a minimum of \$34 for 16 years of service to a maximum of \$169 for 20 years of service. These subsidies are then allocated and billed to all applicable former employers of the retiree.

RTC's portion of the monthly subsidies ranged from \$2 to \$69 during the 2019 fiscal year. Subsidies for retiree premiums are required to be paid directly to the State when due.

As of June 30, 2018, the following employees were covered by the benefit terms:

| | |
|--------------------|-----------------|
| Active employees | 0 |
| Retirees | <u>7</u> |
| Total Participants | <u><u>7</u></u> |

Total OPEB Liability

An actuarial valuation performed as of June 30, 2018 was used to determine the total OPEB liability for both the RTC and PEBP plans for their fiscal year ended June 30, 2019. The plans are funded on a pay-as-you-go basis with zero percent funding for the plan. For fiscal year 2019, the RTC's cost of the RTC plan was \$260,652 for 37 eligible retirees. The RTC's cost of the PEBP plan was \$3,642 for 7 eligible retirees. The RTC RHBP total OPEB liability is \$14,435,328. The PEBP total OPEB liability is \$70,166. RTC's total OPEB liability for both plans is \$14,505,494.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Actuarial Assumptions

The total OPEB liability in the June 30, 2018 actuarial valuation was determined using the following actuarial methods and assumptions, applied to all periods included in the measurement, unless otherwise specified:

| | <u>RTC Plan</u> | <u>PEBP</u> |
|------------------------|--|--|
| Funding Method | Entry Age Normal | Entry Age Normal |
| Discount Rate | 2.98% as of June 30, 2018 | 2.98% as of June 30, 2018 |
| Salary Increase | 4.00% per year | Not Applicable |
| General Inflation Rate | 2.75% per year | 2.75% per year |
| Mortality Rate | Headcount Weighted RP 2014 Healthy Annuitant, set forward 1 year; projected with MacLeod Watts Scale 2018 | Headcount Weighted RP 2014 Healthy Annuitant, set forward 1 year; projected with MacLeod Watts Scale 2018 |
| Healthcare Cost Trend | 6.00% for 2020, decreasing 0.25% per year to 5.00% by 2024 | Before Medicare: 6.25% for 2019, decreasing 0.25% per year to 5.00% by 2024. After Medicare: 4.5% per year |

Mortality rates were based on the most recently published report of the Nevada Public Employees Retirement System, dated June 30, 2017, except for a different basis used to project future mortality improvements. The discount rate was based on the published change in return for the applicable municipal bond index.

The actuarial assumptions used for the fiscal year ending June 30, 2019 were measured as of June 30, 2018, based on a June 30, 2018 measurement date for both plans.

Changes in OPEB Liabilities

Changes in the Total OPEB Liability - RTC PLAN:

| | |
|--|---------------|
| Balance at June 30, 2018 | \$ 14,135,863 |
| Service Cost | 476,389 |
| Interest | 451,548 |
| Differences between expected and actual experience | (984,820) |
| Changes of assumptions | 727,940 |
| Benefit Payments | (371,592) |
| Net Changes | 299,465 |
| Balance at June 30, 2019 | \$ 14,435,328 |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Changes in OPEB Liabilities (continued)

Changes in the Total OPEB Liability - PEBP:

| | |
|--|-----------|
| Balance at June 30, 2018 | \$ 75,196 |
| Interest | 2,274 |
| Differences between expected and actual experience | (5,598) |
| Changes of assumptions | 3,406 |
| Benefit Payments | (5,112) |
| Net Changes | (5,030) |
| Balance at June 30, 2019 | \$ 70,166 |

Changes in assumptions reflect a change in the discount rate from 3.13% as of June 30, 2017 to 2.98% as of June 30, 2018, based on the published change in the return for the applicable municipal bond index, as well as change in mortality rate based on a switch from the MacLeod Watts Scale 2016 to the MacLeod Watts Scale 2018 and an assumed healthcare trend increase of 0.25% per year for 2020 through 2023.

Sensitivity of the total OPEB liabilities to changes in the discount rate. The following presents the total OPEB liabilities of the plans, as well as what each plan's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.98 percent) or 1-percentage-point higher (3.98 percent) than the current discount rate:

| | Current - 1% 1.98% | Current 2.98% | Current +1% 3.98% |
|---------------------------------|-------------------------------|--------------------------|------------------------------|
| RTC PLAN - Total OPEB Liability | \$ 17,223,665 | \$ 14,435,328 | \$ 12,248,342 |
| PEBP - Total OPEB Liability | \$ 79,509 | \$ 70,166 | \$ 62,479 |

Sensitivity of the total OPEB liabilities to changes in the healthcare cost trend rates. The following presents the total OPEB liabilities of the plans, as well as what each plan's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

| | Current Trend -1% | Current Trend | Current Trend +1% |
|---------------------------------|------------------------------|--------------------------|------------------------------|
| RTC PLAN - Total OPEB Liability | \$ 11,777,418 | \$ 14,435,328 | \$ 18,186,216 |
| PEBP - Total OPEB Liability | \$ 62,836 | \$ 70,166 | \$ 78,862 |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2019, the RTC recognized OPEB expense of \$705,913. At June 30, 2019, the RTC reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

| | RTC PLAN | |
|---|---|--|
| | Deferred Outflows of Resources | Deferred Inflows of Resources |
| Changes of assumptions | \$ 619,616 | \$ 772,293 |
| Differences between expected and actual experiences | - | 838,269 |
| Net difference between projected and actual earnings on investments | - | - |
| Benefits paid subsequent to the measurement date | 406,008 | - |
| Total | \$ 1,025,624 | \$ 1,610,562 |

| | PEBP PLAN | |
|---|---|--|
| | Deferred Outflows of Resources | Deferred Inflows of Resources |
| Changes of assumptions | \$ - | \$ - |
| Differences between expected and actual experiences | - | - |
| Net difference between projected and actual earnings on investments | - | - |
| Benefits paid subsequent to the measurement date | 3,642 | - |
| Total | \$ 3,642 | \$ - |

\$409,650 reported as deferred outflows of resources related to benefits paid subsequent to measurement date will be recognized as a reduction of other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be the total OPEB liability in the year ended June 30, 2019. OPEB expense as follows:

| Year ended June 30, | |
|---------------------|--------------|
| 2020 | \$ (222,106) |
| 2021 | (222,106) |
| 2022 | (222,106) |
| 2023 | (222,106) |
| 2024 | (75,004) |
| Thereafter | (27,518) |



REQUIRED SUPPLEMENTARY INFORMATION

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2019

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS - PEBP^{1,2}

| | 2019 | 2018 |
|---|-------------|-------------|
| Total OPEB liability | | |
| Service Cost | \$ - | \$ - |
| Interest | 2,274 | 2,116 |
| Changes of benefit terms | - | - |
| Differences between expected and actual experiences | (5,598) | - |
| Changes of assumptions or other inputs | 3,406 | (3,835) |
| Benefit payments | (5,112) | (4,069) |
| Net change in total OPEB liability | (5,030) | (5,788) |
| Total OPEB liability - beginning | 75,196 | 80,984 |
| Total OPEB liability - ending | \$ 70,166 | \$ 75,196 |

¹ GASB Statement No. 75 requires 10 years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.

² The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

Note: There are no assets accumulated in a trust to pay related benefits.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2019

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS-RTC Plan ^{1, 2}

| | 2019 | 2018 |
|--|----------------------|----------------------|
| Total OPEB liability | | |
| Service Cost | \$ 476,389 | \$ 518,107 |
| Interest | 451,548 | 403,526 |
| Changes of benefit terms | - | - |
| Differences between expected and actual experiences | (984,820) | - |
| Changes of assumptions or other inputs | 727,940 | (1,140,051) |
| Benefit payments | (371,592) | (369,079) |
| Net change in total OPEB liability | 299,465 | (587,497) |
| Total OPEB liability - beginning | 14,135,863 | 14,723,360 |
| Total OPEB liability - ending | \$ 14,435,328 | \$ 14,135,863 |
| | | |
| Covered employee payroll | \$ 4,105,655 | \$ 3,857,000 |
| Net OPEB liability as a percentage of covered payroll | 351.60% | 366.50% |

¹ GASB Statement No. 75 requires 10 years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.

² The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

Note: There are no assets accumulated in a trust to pay related benefits.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2019

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - LAST TEN YEARS ^{1, 2}

| | <u>2018 Valuation</u> | <u>2017 Valuation</u> | <u>2016 Valuation</u> | <u>2015 Valuation</u> | <u>2014 Valuation</u> |
|---|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| RTC's proportion of the net pension liability | 0.08096% | 0.08207% | 0.08636% | 0.08468% | 0.08501% |
| RTC's proportionate share of the net pension liability | \$ 11,040,636 | \$ 10,915,835 | \$ 11,621,332 | \$ 9,704,188 | \$ 8,860,041 |
| RTC's covered payroll | \$ 5,364,778 | \$ 5,262,122 | \$ 5,279,436 | \$ 5,076,193 | \$ 5,003,226 |
| RTC's proportionate share of the net pension liability as a percentage of its covered payroll | 205.80% | 207.44% | 220.12% | 191.17% | 177.09% |
| Plan fiduciary net position as a percentage of the total pension liability | 75.20% | 74.40% | 72.20% | 75.10% | 76.30% |

SCHEDULE OF THE REGIONAL TRANSPORTATION COMMISSION'S CONTRIBUTION - LAST TEN YEARS ²

State of Nevada Public Employees' Retirement System (PERS)

| | <u>2019</u> | <u>2018</u> | <u>2017</u> | <u>2016</u> | <u>2015</u> |
|--|--------------|--------------|--------------|--------------|--------------|
| Statutorily required contribution | \$ 1,652,215 | \$ 1,502,067 | \$ 1,473,393 | \$ 1,464,380 | \$ 1,287,423 |
| Contributions in relation to the statutorily required contribution | \$ 1,652,215 | \$ 1,502,067 | \$ 1,473,393 | \$ 1,464,380 | \$ 1,287,423 |
| Contribution (deficiency) excess | \$ - | \$ - | \$ - | \$ - | \$ - |
| Employer's covered payroll | \$ 5,910,545 | \$ 5,364,778 | \$ 5,262,122 | \$ 5,279,436 | \$ 5,076,193 |
| Contributions as a percentage of covered payroll | 28.00% | 28.00% | 28.00% | 27.74% | 25.36% |

¹ The amounts presented for each fiscal year is of the valuation determined one year in arrears from the basic financial statements. For example, the fiscal year 2018 basic financial statements are based on the 2017 valuation.

² GASB Statement No. 68 requires ten years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.



NON-MAJOR GOVERNMENTAL FUNDS

Metropolitan Planning Organization Fund

This fund is used to account for resources provided for transportation planning.

Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

BALANCE SHEET
NONMAJOR GOVERNMENTAL FUND
METROPOLITAN PLANNING ORGANIZATION

June 30, 2019

Assets

| | | |
|-------------------------------------|----|------------------|
| Cash in custody of County Treasurer | \$ | 145,583 |
| Cash in bank and on hand | | 872,883 |
| Due from federal government | | 276,288 |
| Interest receivable | | 1,672 |
| Prepays | | 25,231 |
| Total assets | \$ | <u>1,321,657</u> |

Liabilities

| | | |
|--------------------|----|----------------|
| Accounts payable | \$ | 98,996 |
| Due to other funds | | 340,273 |
| Total liabilities | | <u>439,269</u> |

FUND BALANCE

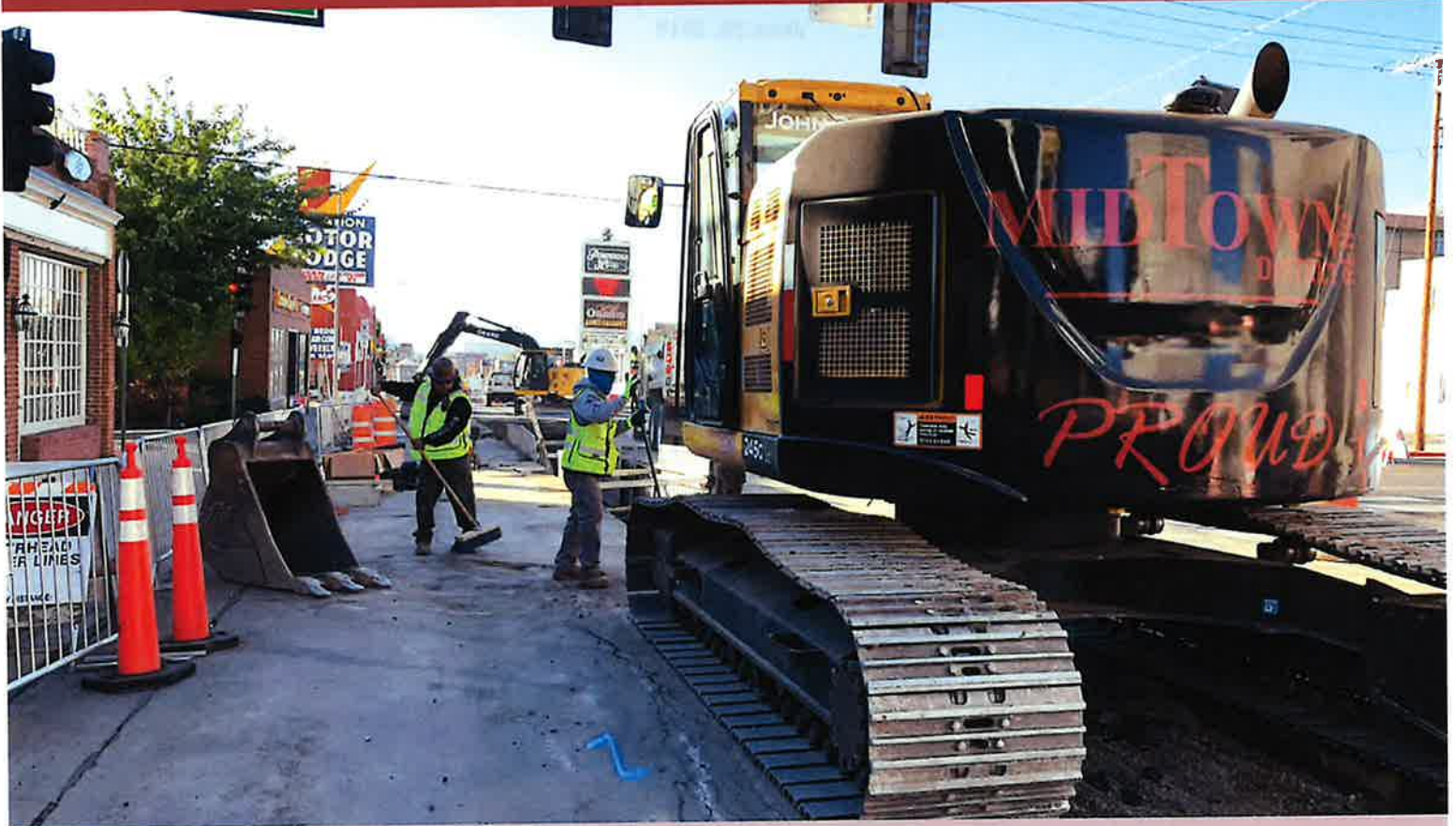
| | | |
|--|----|------------------|
| Nonspendable: | | |
| Prepays | | 25,231 |
| Restricted for: | | |
| Federal grants match | | 290,829 |
| Assigned: | | |
| Subsequent years actual & budget: appropriation of fund balance | | <u>566,328</u> |
| Total fund balance | | <u>882,388</u> |
| Total liabilities and fund balance | \$ | <u>1,321,657</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Metropolitan Planning Organization Fund)**

Year ended June 30, 2019

| | Budgeted Amounts | | Actual Amounts | Variance to Final Budget |
|---|--------------------|--------------------|--------------------|-----------------------------|
| | Original | Final | | |
| Revenues | | | | |
| Regional transportation planning operating and capital grants: | | | | |
| Federal Highway Administration | \$ 2,915,490 | \$ 2,915,490 | \$ 975,756 | \$ (1,939,734) |
| Investment income | 7,500 | 7,500 | 15,478 | 7,978 |
| Miscellaneous | 1,000 | 1,000 | - | (1,000) |
| Total revenues | <u>2,923,990</u> | <u>2,923,990</u> | <u>991,234</u> | <u>(1,932,756)</u> |
| Expenditures | | | | |
| Current: | | | | |
| Metropolitan planning | 4,386,081 | 4,386,081 | 2,653,323 | 1,732,758 |
| Equipment | - | - | 32,875 | (32,875) |
| Total expenditures | <u>4,386,081</u> | <u>4,386,081</u> | <u>2,686,198</u> | <u>1,699,883</u> |
| Deficiency of revenues under expenditures | <u>(1,462,091)</u> | <u>(1,462,091)</u> | <u>(1,694,964)</u> | <u>(232,873)</u> |
| Other financing sources | | | | |
| Transfers in | 1,400,000 | 1,400,000 | 1,400,000 | - |
| Total other financing sources | <u>1,400,000</u> | <u>1,400,000</u> | <u>1,400,000</u> | <u>-</u> |
| Net change in fund balance | (62,091) | (62,091) | (294,964) | (232,873) |
| Fund balance - beginning | 490,644 | 490,644 | 1,177,352 | 686,708 |
| Fund balance - ending | <u>\$ 428,553</u> | <u>\$ 428,553</u> | <u>\$ 882,388</u> | <u>\$ 453,835</u> |



**CAPITAL ASSETS USED IN THE OPERATION OF
GOVERNMENTAL FUNDS**

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE BY SOURCES**

June 30, 2019

Governmental funds capital assets

| | |
|--------------------------------------|----------------|
| Land | \$ 2,282,090 |
| Buildings and leasehold improvements | 8,476,299 |
| Revenue vehicles | 5,494,853 |
| Other equipment | 4,224,412 |
| Construction in progress | <u>267,344</u> |

Total governmental funds capital assets \$ 20,744,998

**Investments in governmental capital assets
by source**

| | |
|-----------------------|-------------------|
| General fund | \$ 3,662,114 |
| Special revenue funds | <u>17,082,884</u> |

Total governmental funds capital assets \$ 20,744,998

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE BY FUNCTION AND ACTIVITY**

June 30, 2019

| <u>Function and Activity</u> | <u>Land</u> | <u>Buildings and Leasehold Improvements</u> | <u>Revenue Vehicles</u> | <u>Other Equipment</u> | <u>Construction in Progress</u> | <u>Total</u> |
|--|-------------------------|---|-----------------------------|----------------------------|-------------------------------------|--------------------------|
| General government | \$ 1,407,500 | \$ 1,351,886 | \$ - | \$ 902,728 | \$ - | \$ 3,662,114 |
| Metropolitan planning | - | - | - | 195,099 | - | 195,099 |
| Transportation services | 874,590 | 7,124,413 | 5,494,853 | 3,126,585 | 267,344 | 16,887,785 |
| Total governmental funds capital assets | <u>\$ 2,282,090</u> | <u>\$ 8,476,299</u> | <u>\$ 5,494,853</u> | <u>\$ 4,224,412</u> | <u>\$ 267,344</u> | <u>\$ 20,744,998</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE OF CHANGES BY FUNCTION AND ACTIVITY**

Year ended June 30, 2019

| Function and Activity | Governmental Funds Capital Assets July 1, 2018 | Additions | Deletions | Governmental Funds Capital Assets June 30, 2019 |
|--|---|---------------------|---------------------|--|
| General government | \$ 2,150,013 | \$ 1,542,148 | \$ (30,047) | \$ 3,662,114 |
| Metropolitan planning | 169,993 | 32,875 | (7,769) | 195,099 |
| Transportation services | 17,044,524 | 281,179 | (437,918) | 16,887,785 |
| Total governmental funds capital assets | <u>\$ 19,364,530</u> | <u>\$ 1,856,202</u> | <u>\$ (475,734)</u> | <u>\$ 20,744,998</u> |



OTHER SUPPLEMENTARY INFORMATION

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
GENERAL FUND
(Regional Street and Highway Fund)**

**Year ended June 30, 2019
With comparative actual amounts for the year ended June 30, 2018**

| | <u>Actual Amounts</u> | <u>Final Budget</u> | <u>Variance to Final Budget</u> | <u>2018 Actual Amounts</u> |
|-----------------------------|---------------------------|-------------------------|-------------------------------------|------------------------------------|
| Labor | \$ 2,319,090 | \$ 2,448,482 | \$ 129,392 | \$ 2,034,949 |
| Fringe | 882,812 | 1,199,144 | 316,332 | 945,545 |
| Services | 2,582,744 | 2,414,412 | (168,332) | 1,982,872 |
| Materials and supplies | 82,455 | 93,558 | 11,103 | 82,462 |
| Utilities | 19,405 | 19,485 | 80 | 20,235 |
| Insurance costs | 29,949 | 42,464 | 12,515 | 29,489 |
| Miscellaneous expense | 420,322 | 496,989 | 76,667 | 329,165 |
| Street and highway projects | 42,562,714 | 95,882,500 | 53,319,786 | 114,258,121 |
| Total current expenditures | <u>\$ 48,899,491</u> | <u>\$ 102,597,034</u> | <u>\$ 53,697,543</u> | <u>\$ 119,682,838</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
DEBT SERVICE**

**Year ended June 30, 2019
With comparative actual amounts for the year ended June 30, 2018**

| | <u>Actual Amounts</u> | <u>Final Budget</u> | <u>Variance to Final Budget</u> | <u>2018 Actual Amounts</u> |
|--|---------------------------|-------------------------|-------------------------------------|------------------------------------|
| Principal | \$ 2,303,000 | \$ 7,935,000 | \$ 5,632,000 | \$ 7,603,000 |
| Interest | 19,445,659 | 19,467,166 | 21,507 | 19,789,747 |
| Debt service fees and other fiscal charges | 43,966 | 55,000 | 11,034 | 45,470 |
| Total current expenditures | <u>\$ 21,792,625</u> | <u>\$ 27,457,166</u> | <u>\$ 5,664,541</u> | <u>\$ 27,438,217</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

**Year ended June 30, 2019
With comparative actual amounts for the year ended June 30, 2018**

| | <u>Actual Amounts</u> | <u>Final Budget</u> | <u>Variance to Final Budget</u> | <u>2018 Actual Amounts</u> |
|-------------------------------|---------------------------|-------------------------|-------------------------------------|------------------------------------|
| Labor | \$ 326,191 | \$ 287,334 | \$ (38,857) | \$ 251,576 |
| Fringe | 151,387 | 156,316 | 4,929 | 118,699 |
| Services | 110,334 | 100,977 | (9,357) | 93,869 |
| Materials and supplies | 8,043 | 8,885 | 842 | 7,792 |
| Utilities | 2,769 | 2,540 | (229) | 2,364 |
| Miscellaneous expense | 23,049 | 24,504 | 1,455 | 18,189 |
| Capacity improvement projects | 2,105,218 | 5,102,000 | 2,996,782 | 3,947,308 |
| Capital contribution projects | - | 15,000,000 | 15,000,000 | 714,512 |
| Total current expenditures | <u>\$ 2,726,991</u> | <u>\$ 20,682,556</u> | <u>\$ 17,955,565</u> | <u>\$ 5,154,309</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Paratransit Services Fund)**

**Year ended June 30, 2019
With comparative actual amounts for the year ended June 30, 2018**

| | Actual Amounts | Final Budget | Variance to Final Budget | 2018 Actual Amounts |
|-----------------------------------|---------------------------|-------------------------|-------------------------------------|------------------------------------|
| Labor | \$ 489,952 | \$ 558,495 | \$ 68,543 | \$ 505,955 |
| Fringe | 227,389 | 268,692 | 41,303 | 238,720 |
| Services | 222,203 | 362,093 | 139,890 | 326,114 |
| Materials and supplies | 138,348 | 261,933 | 123,585 | 153,186 |
| Utilities | 20,203 | 70,166 | 49,963 | 22,841 |
| Casualty/liability insurance | 59,898 | 71,595 | 11,697 | 60,649 |
| Miscellaneous expense | 400,491 | 419,030 | 18,539 | 377,137 |
| Purchased transportation services | 7,100,833 | 7,729,451 | 628,618 | 7,347,865 |
| Total current expenditures | \$ 8,659,317 | \$ 9,741,455 | \$ 1,082,138 | \$ 9,032,467 |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND - NONMAJOR FUND
(Metropolitan Planning Organization Fund)**

**Year ended June 30, 2019
With comparative actual amounts for the year ended June 30, 2018**

| | Actual Amounts | Final Budget | Variance to Final Budget | 2018 Actual Amounts |
|-----------------------------------|---------------------------|-------------------------|-------------------------------------|------------------------------------|
| Labor | \$ 954,409 | \$ 1,166,328 | \$ 211,919 | \$ 888,143 |
| Fringe | 442,946 | 552,953 | 110,007 | 419,044 |
| Services | 799,256 | 2,145,818 | 1,346,562 | 544,806 |
| Materials and supplies | 37,851 | 45,489 | 7,638 | 41,195 |
| Utilities | 8,102 | 8,985 | 883 | 8,347 |
| Casualty/liability insurance | 14,975 | 17,899 | 2,924 | 14,745 |
| Miscellaneous expense | 395,784 | 448,609 | 52,825 | 309,732 |
| Total current expenditures | \$ 2,653,323 | \$ 4,386,081 | \$ 1,732,758 | \$ 2,226,012 |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE FUND**

Year ended June 30, 2019

| | Budgeted Amounts | | Actual Amounts | Variance to Final Budget |
|--|----------------------|----------------------|----------------------|-----------------------------|
| | Original | Final | | |
| Revenues | | | | |
| Investment income | \$ 200,000 | \$ 200,000 | \$ 563,500 | \$ 363,500 |
| Total revenues | <u>200,000</u> | <u>200,000</u> | <u>563,500</u> | <u>363,500</u> |
| Expenditures | | | | |
| Current: | | | | |
| Debt service: | | | | |
| Principal | 7,935,000 | 7,935,000 | 2,303,000 | 5,632,000 |
| Interest | 19,467,166 | 19,467,166 | 19,445,659 | 21,507 |
| Debt service fees and other fiscal charges | 55,050 | 55,050 | 43,966 | 11,084 |
| Total expenditures | <u>27,457,216</u> | <u>27,457,216</u> | <u>21,792,625</u> | <u>5,664,591</u> |
| Deficiency of revenues under expenditures | <u>(27,257,216)</u> | <u>(27,257,216)</u> | <u>(21,229,125)</u> | <u>6,028,091</u> |
| Other financing sources | | | | |
| Transfers in | 27,402,165 | 27,402,165 | 27,024,148 | (378,017) |
| Payment to refunded bond escrow agent | - | - | (19,632,000) | (19,632,000) |
| Total other financing sources | <u>27,402,165</u> | <u>27,402,165</u> | <u>7,392,148</u> | <u>(20,010,017)</u> |
| Net change in fund balance | 144,949 | 144,949 | (13,836,977) | (13,981,926) |
| Fund balance - beginning | <u>45,090,726</u> | <u>45,090,726</u> | <u>45,655,320</u> | <u>564,594</u> |
| Fund balance - ending | <u>\$ 45,235,675</u> | <u>\$ 45,235,675</u> | <u>\$ 31,818,343</u> | <u>\$ (13,417,332)</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
PROPRIETARY FUND
(Public Transit Fund)**

**Year ended June 30, 2019
With comparative actual amounts for the year ended June 30, 2018**

| | 2019 | | Variance to Final Budget | 2018 |
|--|---------------------|---------------------|-----------------------------|---------------------|
| | Final Budget | Actual Amounts | | Actual Amounts |
| Operating revenues | | | | |
| Passenger fares | \$ 5,979,226 | \$ 5,108,047 | \$ (871,179) | \$ 5,614,832 |
| Bus advertising | 250,000 | 261,659 | 11,659 | 264,091 |
| Rental income | 350,779 | 356,704 | 5,925 | 435,459 |
| Miscellaneous | 4,200 | 133,547 | 129,347 | 30,121 |
| Total operating revenues | <u>6,584,205</u> | <u>5,859,957</u> | <u>(724,248)</u> | <u>6,344,503</u> |
| Operating expenses | | | | |
| General administration | 31,018,516 | 32,037,960 | (1,019,444) | 25,769,143 |
| Depreciation | 7,500,000 | 7,243,837 | 256,163 | 5,695,881 |
| Total operating expenses | <u>38,518,516</u> | <u>39,281,797</u> | <u>(763,281)</u> | <u>31,465,024</u> |
| Operating loss | <u>(31,934,311)</u> | <u>(33,421,840)</u> | <u>(1,487,529)</u> | <u>(25,120,521)</u> |
| Nonoperating revenues | | | | |
| Operating subsidies: | | | | |
| Federal government grants | 4,469,652 | 4,320,161 | (149,491) | 4,088,110 |
| Other revenue: | | | | |
| Public transportation tax | 7,815,397 | 9,823,919 | 2,008,522 | 21,278,436 |
| Public transportation taxes pledged | 10,043,598 | 10,450,532 | 406,934 | - |
| Investment income | 200,000 | 544,930 | 344,930 | 65,488 |
| Gain on sale of capital assets | 20,000 | 18,240 | (1,760) | 218 |
| Total nonoperating revenues | <u>22,548,647</u> | <u>25,157,782</u> | <u>2,609,135</u> | <u>25,432,252</u> |
| Income (loss) before capital contributions and transfers | (9,385,664) | (8,264,058) | 1,121,606 | 311,731 |
| Capital contributions | | | | |
| Federal grants | 14,939,376 | 12,935,472 | (2,003,904) | 7,710,653 |
| State grants | - | - | - | 137,256 |
| Total capital contributions | <u>14,939,376</u> | <u>12,935,472</u> | <u>(2,003,904)</u> | <u>7,847,909</u> |
| Transfers out | <u>(210,000)</u> | <u>(210,000)</u> | <u>-</u> | <u>(300,000)</u> |
| CHANGE IN NET POSITION | <u>\$ 5,343,712</u> | <u>\$ 4,461,414</u> | <u>\$ (882,298)</u> | <u>\$ 7,859,640</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENSES BY OBJECT CLASSES - BUDGET AND ACTUAL
PROPRIETARY FUND
(Public Transit Fund)**

**Year ended June 30, 2019
With comparative actual amounts for the year ended June 30, 2018**

| | Actual Amounts | Final Budget | Variance to Final Budget | 2018 Actual Amounts |
|--|---------------------------|-------------------------|-------------------------------------|------------------------------------|
| Labor | \$ 2,353,239 | \$ 2,454,665 | \$ 101,426 | \$ 2,094,199 |
| Fringe | 4,949,468 | 1,406,078 | (3,543,390) | 1,204,363 |
| Services | 3,287,937 | 3,863,197 | 575,260 | 2,849,487 |
| Materials and supplies | 2,088,890 | 2,505,538 | 416,648 | 1,867,489 |
| Utilities | 324,024 | 555,624 | 231,600 | 220,865 |
| Casualty/liability insurance | 205,601 | 284,592 | 78,991 | 211,649 |
| Miscellaneous expenses | 430,479 | 543,601 | 113,122 | 368,322 |
| Purchased transportation services | 18,398,322 | 19,405,221 | 1,006,899 | 16,952,769 |
| Operating expenses before depreciation and amortization | 32,037,960 | 31,018,516 | (1,019,444) | 25,769,143 |
| Depreciation and amortization | 7,243,837 | 7,500,000 | 256,163 | 5,695,881 |
| Total operating expenses | <u>\$ 39,281,797</u> | <u>\$ 38,518,516</u> | <u>\$ (763,281)</u> | <u>\$ 31,465,024</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF SPECIAL AND REGULAR MOTOR
VEHICLE FUEL TAX COLLECTIONS BY MONTH**

Year ended June 30, 2019

| Date Collected by State of Nevada | RTC Special Motor Vehicle Fuel Tax - 4¢ | RTC Special Motor Vehicle Fuel Tax - 5¢ | RTC Special Motor Vehicle Fuel Tax - CPI Index ¹ | RTC Special Motor Vehicle Fuel Tax - PPI Index ² | Local Regular Motor Vehicle Fuel Tax - 5.35¢ | Local Regular Motor Vehicle Fuel Tax - 1¢ | Local Regular Motor Vehicle Fuel Tax -Index | Total |
|---|--|--|--|--|---|--|--|-----------------------|
| July 2018 | \$ 628,803 | \$ 800,294 | \$ 1,228,989 | \$ 5,038,118 | \$ 747,346 | \$ 158,789 | \$ 867,117 | \$ 9,469,455 |
| August 2018 | 652,659 | 830,657 | 1,272,513 | 5,290,757 | 775,012 | 164,813 | 897,826 | 9,884,236 |
| September 2018 | 603,421 | 767,991 | 1,179,509 | 4,843,621 | 712,526 | 152,379 | 832,207 | 9,091,654 |
| October 2018 | 599,287 | 762,729 | 1,171,352 | 4,873,843 | 714,402 | 151,335 | 826,451 | 9,099,399 |
| November 2018 | 570,708 | 726,356 | 1,115,438 | 4,552,046 | 671,511 | 144,118 | 787,001 | 8,567,178 |
| December 2018 | 579,311 | 737,305 | 1,140,483 | 4,464,137 | 692,600 | 150,263 | 804,671 | 8,568,771 |
| January 2019 | 565,588 | 719,840 | 1,105,375 | 4,414,932 | 669,349 | 142,825 | 779,901 | 8,397,810 |
| February 2019 | 502,636 | 639,718 | 982,489 | 3,897,626 | 599,401 | 126,928 | 693,198 | 7,441,997 |
| March 2019 | 590,790 | 751,915 | 1,154,629 | 4,668,355 | 705,254 | 149,189 | 814,652 | 8,834,786 |
| April 2019 | 587,308 | 747,482 | 1,148,190 | 4,718,557 | 698,676 | 148,310 | 810,109 | 8,858,634 |
| May 2019 | 613,800 | 781,200 | 1,199,599 | 4,984,854 | 731,572 | 155,000 | 846,381 | 9,312,406 |
| June 2019 | 613,408 | 780,701 | 1,195,656 | 4,943,336 | 715,802 | 154,901 | 843,599 | 9,247,402 |
| | <u>\$ 7,107,719</u> | <u>\$ 9,046,187</u> | <u>\$ 13,894,222</u> | <u>\$ 56,690,183</u> | <u>\$ 8,433,451</u> | <u>\$ 1,798,853</u> | <u>\$ 9,803,113</u> | <u>\$ 106,773,728</u> |

Allocation

Regional Transportation Commission, Washoe County, Nevada

| | |
|-------------------------------|-------------------|
| General Fund | \$ 84,935,861 |
| Regional Road Impact Fee Fund | 562,450 |
| Other governmental funds | 1,240,000 |
| | <u>86,738,311</u> |

Distributed to the City of Reno, City of Sparks
and Washoe County, Nevada

| | |
|--|-----------------------|
| | 20,035,417 |
| | <u>\$ 106,773,728</u> |

Notes:

¹ From October 2003 through December 2009, the Washoe County Tax Ordinance provided that the rate of levy of the 9 cent motor vehicle fuel tax would be increased on the first day of each fiscal year by the lesser of (i) 4.5 percent or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years.

² On November 4, 2008, the voters of Washoe County approved Washoe County Ballot Question RTC-5 which imposed additional county taxes on motor vehicle fuel and various special fuels used in motor vehicles. These taxes cause annual increases in the current amount of taxes imposed on such fuels based upon the lesser of the average increase in the Producer Price Index for construction materials for the preceding 10 years or 7.8%. SB201 carried for construction materials for the preceding 10 years or 7.8%. SB201 carried out the ballot question and it became effective January 1, 2010. The new basis for calculation was the 9 cent per gallon rate indexed by the CPI through December 31, 2009 for a base rate of 10.5621 cents per gallon.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Streets and Highways Fund)**

Year ended June 30, 2019

| | Right- of-way Acquisition | Engineering and Inspection | Construction | Total |
|---|---------------------------------|----------------------------------|----------------------|----------------------|
| All Jurisdictions | | | | |
| 2017 Preventive Maintenance | \$ - | \$ 23,225 | \$ 732,819 | \$ 756,044 |
| 2018 Preventive Maintenance | - | 382,205 | 5,377,928 | 5,760,133 |
| 2019 Preventive Maintenance | - | 363,616 | 1,096,267 | 1,459,883 |
| Bus Stop 19-01 | - | 80,363 | - | 80,363 |
| Green Bicycle/Stamps | - | - | 171,905 | 171,905 |
| Traffic Management 1/2A/2B | - | 198,009 | 631,941 | 829,950 |
| | <u>-</u> | <u>1,047,418</u> | <u>8,010,860</u> | <u>9,058,278</u> |
| City of Reno | | | | |
| 4th and Prater corridor improvement - Evans/Galetti | 23,121 | 364,618 | 2,945,769 | 3,333,508 |
| Arlington Bridges | - | 89,971 | - | 89,971 |
| Bicycle and Pedestrian Improvement(2018) - Keystone/California | 30,020 | 25,231 | 808,467 | 863,718 |
| Bicycle and Pedestrian Improvement(2018) - Mill/580/McCarran | - | 152,327 | - | 152,327 |
| Oddie/Wells Corridor Multi-Modal | - | 342,730 | - | 342,730 |
| Reno Consolidated 19-01 - Sutro/1st/Lake/State St. | - | 291,379 | - | 291,379 |
| Reno Consolidated 19-02 - North Hills/ Hunter Lake/Sky Vista Dr. | - | 201,324 | - | 201,324 |
| Reno Consolidated 19-03 - Sierra Highlands/Colberet | - | 151,048 | - | 151,048 |
| Reno Sparks Indian Colony Riverside Pathway | - | 113,314 | - | 113,314 |
| Southeast Connector phase 2 - Clean Water/S. Meadows | (1,015,312) ¹ | 1,209,369 | 2,609,532 | 2,803,589 |
| Sun Valley Corridor Multi-Modal | - | 657,444 | - | 657,444 |
| Virginia St/ Midtown/ UNR | 1,894,883 | 2,674,957 | 13,576,174 | 18,146,014 |
| | <u>932,712</u> | <u>6,273,712</u> | <u>19,939,942</u> | <u>27,146,366</u> |
| City of Sparks | | | | |
| 4th/Prater corridor improvement - Galetti/Pyramid | 23,120 | 364,619 | 2,945,770 | 3,333,509 |
| Clean Water Way - McCarran/Treatment Plant | - | 99,423 | 1,520,287 | 1,619,710 |
| Oddie/Wells Corridor Multi-Modal | - | 342,730 | - | 342,730 |
| Sparks Consolidated 19-01 - 15th St. | - | 211,477 | - | 211,477 |
| | <u>23,120</u> | <u>1,018,249</u> | <u>4,466,057</u> | <u>5,507,426</u> |
| Washoe County | | | | |
| Southeast Connector phase 2 - Clean Water/S. Meadows | (253,828) ¹ | 302,342 | 652,383 | 700,897 |
| | <u>(253,828)</u> | <u>302,342</u> | <u>652,383</u> | <u>700,897</u> |
| NV Department of Transportation | | | | |
| Pyramid/McCarran intersection improvements | - | 36,645 | 61,954 | 98,599 |
| Pyramid Hwy./US 395 connector | - | 51,148 | - | 51,148 |
| | <u>-</u> | <u>87,793</u> | <u>61,954</u> | <u>149,747</u> |
| Total All Projects | <u>\$ 702,004</u> ¹ | <u>\$ 8,729,514</u> | <u>\$ 33,131,196</u> | <u>\$ 42,562,714</u> |

¹ Note: the negative balance was due to the water right paid and reclassified to fixed assets in FY 2019.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2019

| | Right- of-way Acquisition | Engineering and Inspection | Construction | Impact Fee Credits/Waivers | Total |
|--|--|---|---------------------|---------------------------------------|---------------------|
| North Service Area | | | | | |
| Bike/Ped improvements 3,4,5 - Evans Ave | \$ - | \$ 6,547 | \$ - | \$ - | \$ 6,547 |
| North valleys safety improvements 2 & 3 | - | 60,595 | - | - | 60,595 |
| T/E spot intersection improvements 7 | - | 108,474 | 1,481,517 | - | 1,589,991 |
| T/E spot intersection improvements 8 - 1 & 2 | - | 239,410 | - | - | 239,410 |
| South Service Area | | | | | |
| T/E spot intersection improvements 7 | - | 8,705 | 199,970 | - | 208,675 |
| Total All Projects | \$ - | \$ 423,731 | \$ 1,681,487 | \$ - | \$ 2,105,218 |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Streets and Highways Fund)**

Year ended June 30, 2019

| | Reserve for Project Appropriations July 1, 2018 | New Project Appropriations | Expenditures | Net Project Adjustments | Reserve for Project Appropriations June 30, 2019 |
|---|--|----------------------------------|------------------|-------------------------------|---|
| All Jurisdictions | | | | | |
| 2017 Preventive Maintenance | | | | | |
| Engineering and inspection | \$ 127,950 | \$ - | \$ 23,225 | \$ 19,615 | \$ 124,340 |
| Construction | 360,563 | - | 732,819 | 602,238 | 229,982 |
| 2018 Preventive Maintenance | | | | | |
| Engineering and inspection | (205,313) | - | 382,205 | 775,037 | 187,519 |
| Construction | 7,402,100 | 2,806,537 | 5,377,928 | (2,514,630) | 2,316,079 |
| 2019 Preventive Maintenance | | | | | |
| Engineering and inspection | - | - | 363,616 | 748,520 | 384,904 |
| Construction | - | 6,501,648 | 1,096,267 | 1,480 | 5,406,861 |
| 2020 Preventive Maintenance | | | | | |
| Construction | - | 7,500,000 | - | - | 7,500,000 |
| 2020 Roadway reconstruction projects - Regional roads, collectors, industrials | | | | | |
| Construction | - | 8,500,000 | - | - | 8,500,000 |
| ADA Access Transit/Pedestrian Connectivity | | | | | |
| Construction | - | 2,000,000 | - | - | 2,000,000 |
| Bus Stop 19-01 | | | | | |
| Engineering and inspection | - | 441,705 | 80,363 | - | 361,342 |
| Construction | - | 1,126,729 | - | - | 1,126,729 |
| Green Bicycle/Stamps | | | | | |
| Construction | - | 196,566 | 171,905 | - | 24,661 |
| Traffic Management 1/2A/2B | | | | | |
| Engineering and inspection | 201,549 | 809,238 | 198,009 | (797,062) | 15,716 |
| Construction | 631,943 | - | 631,941 | 1,063,565 | 1,063,567 |
| Traffic Management/LIDAR | | | | | |
| Engineering and inspection | - | 250,000 | - | - | 250,000 |
| Construction | - | 1,200,000 | - | - | 1,200,000 |
| Total All Jurisdictions | 8,518,792 | 31,332,423 | 9,058,278 | (101,237) | 30,691,700 |
| City of Reno | | | | | |
| 4th St. - Prater Way corridor improvement - Evans/Galetti | | | | | |
| Right-of-way acquisition | - | - | 23,121 | 171,942 | 148,821 |
| Engineering and inspection | - | - | 364,618 | 441,033 | 76,415 |
| Construction | 13,162,326 | - | 2,945,769 | (6,735,573) | 3,480,984 |
| Arlington bridges | | | | | |
| Engineering and inspection | - | 1,000,000 | 89,971 | - | 910,029 |
| Bicycle and pedestrian improvement (2018) - Keystone, California | | | | | |
| Right-of-way acquisition | - | - | 30,020 | 30,020 | - |
| Engineering and inspection | 2,155,440 | - | 25,231 | (1,937,699) | 192,510 |
| Construction | - | 1,000,000 | 808,467 | 1,907,680 | 2,099,213 |
| Bicycle and pedestrian improvement (2018) - Mill-1580/McCarran | | | | | |
| Engineering and inspection | 3,021,625 | - | 152,327 | (2,659,199) | 210,099 |
| Construction | - | - | - | 1,633,343 | 1,633,343 |
| Center Street multi-modal improvements | | | | | |
| Engineering and inspection | - | 200,000 | - | - | 200,000 |
| Construction | - | 880,000 | - | - | 880,000 |
| Forest St. bike lanes | | | | | |
| Engineering and inspection | - | 400,000 | - | - | 400,000 |
| Lemmon Dr. | | | | | |
| Engineering and inspection | - | 1,500,000 | - | - | 1,500,000 |
| Oddie/Wells corridor multi-modal improvements | | | | | |
| Engineering and inspection | 749,624 | - | 342,730 | - | 406,894 |
| Construction | - | 605,000 | - | - | 605,000 |
| Reno Consolidated 19-01 - Sutro, 1st, Lake, State St. | | | | | |
| Engineering and inspection | - | 529,232 | 291,379 | - | 237,853 |
| Construction | - | 1,871,000 | - | - | 1,871,000 |
| Reno Consolidated 19-02 - North Hills, Hunter Lake, Sky Vista Dr. | | | | | |
| Engineering and inspection | - | 484,105 | 201,324 | - | 282,781 |
| Construction | - | 3,016,126 | - | - | 3,016,126 |
| Reno Consolidated 19-03 - Sierra Highlands, Colberet, Hammill, Ralston, Ohm | | | | | |
| Engineering and inspection | - | 330,000 | 151,048 | - | 178,952 |
| Construction | - | 1,600,000 | - | - | 1,600,000 |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Streets and Highways Fund)**

Year ended June 30, 2019

| | Reserve for Project Appropriations July 1, 2018 | New Project Appropriations | Expenditures | Net Project Adjustments | Reserve for Project Appropriations June 30, 2019 |
|---|--|----------------------------------|----------------------|-------------------------------|---|
| Reno Sparks Indian Colony riverside pathway | | | | | |
| Right-of-way acquisition | \$ - | \$ 250,000 | \$ - | \$ - | \$ 250,000 |
| Engineering and inspection | | | 113,314 | 241,106 | 127,792 |
| Construction | 212,754 | | | (212,754) | |
| Sierra Street bike lane | | | | | |
| Engineering and inspection | | 400,000 | | | 400,000 |
| Southeast Connector Phase 2 - Clean Water/S.Meadows | | | | | |
| Right-of-way acquisition | | | (1,015,312) | (1,015,312) | |
| Engineering and inspection | 2,061,668 | | 1,209,369 | (852,299) | |
| Construction | 9,569,091 | | 2,609,532 | (6,032,883) | 926,676 |
| Sun Valley Corridor multi-modal improvements | | | | | |
| Engineering and inspection | | 2,950,000 | 657,444 | | 2,292,556 |
| Virginia St. Bus Rapid Transit extension | | | | | |
| Right-of-way acquisition | 1,761,092 | | 1,894,883 | 547,030 | 413,239 |
| Engineering and inspection | 2,404,477 | | 2,674,957 | 6,167,307 | 5,896,827 |
| Construction | 35,020,588 | 34,109,520 | 13,576,174 | (4,972,307) | 50,581,627 |
| West 4th St. | | | | | |
| Engineering and inspection | | 500,000 | | | 500,000 |
| Total City of Reno | <u>70,118,685</u> | <u>51,624,983</u> | <u>27,146,366</u> | <u>(13,278,565)</u> | <u>81,318,737</u> |
| City of Sparks | | | | | |
| 4th St. - Prater Way corridor improvement - Galletti/Pyramid | | | | | |
| Right-of-way acquisition | | | 23,120 | 171,941 | 148,821 |
| Engineering and inspection | | | 364,619 | 441,033 | 76,414 |
| Construction | 13,162,326 | | 2,945,770 | (6,735,571) | 3,480,985 |
| Clean Water Way - McCarran/Treatment Plant | | | | | |
| Engineering and inspection | | | 99,423 | 125,700 | 26,277 |
| Construction | | | 1,520,287 | 2,514,630 | 994,343 |
| Oddie/Wells Corridor multi-modal improvements | | | | | |
| Engineering and inspection | 749,625 | | 342,730 | | 406,895 |
| Construction | | 605,000 | | | 605,000 |
| Sparks Blvd. | | | | | |
| Engineering and inspection | | 3,000,000 | | | 3,000,000 |
| Sparks Consolidated 19-01 - 15th St. | | | | | |
| Engineering and inspection | | 392,981 | 211,477 | | 181,504 |
| Construction | | 997,019 | | | 997,019 |
| Victorian Ave, bike lane | | | | | |
| Construction | | 430,000 | | | 430,000 |
| Total City of Sparks | <u>13,911,951</u> | <u>5,425,000</u> | <u>5,507,426</u> | <u>(3,482,267)</u> | <u>10,347,258</u> |
| Washoe County | | | | | |
| Lemmon Dr. | | | | | |
| Engineering and inspection | | 1,500,000 | | | 1,500,000 |
| Southeast Connector Phase 2 - Clean Water/S.Meadows | | | | | |
| Right-of-way acquisition | | | (253,828) | (253,828) | |
| Engineering and inspection | | | 302,342 | 302,342 | |
| Construction | 13,447,038 | | 652,383 | (12,562,986) | 231,669 |
| Total Washoe County | <u>13,447,038</u> | <u>1,500,000</u> | <u>700,897</u> | <u>(12,514,472)</u> | <u>1,731,669</u> |
| NV Department of Transportation | | | | | |
| Pyramid/McCarran intersection improvements | | | | | |
| Engineering and inspection | | | 36,645 | 36,645 | |
| Construction | | | 61,954 | 61,954 | |
| Pyramid Highway/US 395 connector | | | | | |
| Engineering and inspection | 5,194,987 | | 51,148 | (151,900) | 4,991,939 |
| Construction | | | | | |
| Spaghetti Bowl | | | | | |
| Construction | | 30,000,000 | | | 30,000,000 |
| Total NV Department of Transportation | <u>5,194,987</u> | <u>30,000,000</u> | <u>149,747</u> | <u>(53,301)</u> | <u>34,991,939</u> |
| Total All Projects | <u>\$ 111,191,453¹</u> | <u>\$ 119,882,406</u> | <u>\$ 42,562,714</u> | <u>\$ (29,429,842)</u> | <u>\$ 159,081,303</u> |

Note:

¹ Difference of \$3 to FY18 CAFR as a result of rounding. Rounding differences have been eliminated in FY19 CAFR.

Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)

Year ended June 30, 2019

| | Reserve for Project Appropriations July 1, 2018 | New Project Appropriations | Expenditures | Net Project Adjustments | Reserve for Project Appropriations June 30, 2019 |
|--|--|----------------------------------|---------------------|-------------------------------|---|
| North Service Area | | | | | |
| Bike/Ped improvements 3,4,5 - Evans Ave | | | | | |
| Engineering and inspection | \$ 32,645 | \$ - | \$ 6,547 | \$ (26,098) | \$ - |
| Construction | 97,115 | 66,007 | - | (163,122) | - |
| North Valley improvements 2 & 3 | | | | | |
| Right of Way | - | 15,080 | - | (15,050) | 30 |
| Engineering and inspection | - | 811,000 | 60,595 | (628,978) | 121,427 |
| Construction | 297,664 | - | - | 1,572,607 | 1,870,271 |
| Sun Valley & Lemmon Dr ped improvements | | | | | |
| Engineering and inspection | - | - | - | - | - |
| Construction | 1,814,891 | - | - | (1,814,891) | - |
| T/E spot intersection improvements 7 | | | | | |
| Engineering and inspection | - | - | 108,474 | 391,969 | 283,495 |
| Construction | 2,127,817 | - | 1,481,517 | (533,817) | 112,483 |
| T/E spot intersection improvements 8 - 1 & 2 | | | | | |
| Engineering and inspection | - | 80,000 | 239,410 | 693,901 | 534,491 |
| Construction | - | - | - | 2,226,100 | 2,226,100 |
| T/E spot intersection improvements 9 | | | | | |
| Engineering and inspection | - | 250,000 | - | - | 250,000 |
| Construction | - | 1,925,000 | - | - | 1,925,000 |
| Total North Service Area | <u>4,370,132</u> | <u>3,147,087</u> | <u>1,896,543</u> | <u>1,702,621</u> | <u>7,323,297</u> |
| South Service Area | | | | | |
| T/E spot intersection improvements 7 | | | | | |
| Engineering and inspection | - | - | 8,705 | 8,705 | - |
| Construction | - | - | 199,970 | 199,970 | - |
| T/E spot intersection improvements 9 | | | | | |
| Engineering and inspection | - | 250,000 | - | - | 250,000 |
| Construction | - | 2,000,000 | - | - | 2,000,000 |
| Total South Service Area | <u>-</u> | <u>2,250,000</u> | <u>208,675</u> | <u>208,675</u> | <u>2,250,000</u> |
| Multi-Service Area | | | | | |
| Sun Valley Corridor multi-modal Improvements | | | | | |
| Engineering and inspection | 1,550,000 | - | - | (1,550,000) | - |
| TE spot intersection improvement 8 | | | | | |
| Engineering and inspection | 500,000 | - | - | (500,000) | - |
| Construction | 2,500,000 | - | - | (2,500,000) | - |
| Total Multi-Service Area | <u>4,550,000</u> | <u>-</u> | <u>-</u> | <u>(4,550,000)</u> | <u>-</u> |
| Total All Projects | <u>\$ 8,920,132</u> | <u>\$ 5,397,087</u> | <u>\$ 2,105,218</u> | <u>\$ (2,638,704)</u> | <u>\$ 9,573,297</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
GENERAL FUND
(Regional Streets and Highways Fund)**

For the period July 1, 1965 through June 30, 2019

| | Expenditures | | | Unexpended Balance of Project Appropriations |
|---|--|--|---------------|---|
| | July 1, 1965 through June 30, 2018 | July 1, 2018 through June 30, 2019 | Total | |
| 4th St. Prater Way corridor improvement | \$ 39,176,959 | \$ 6,667,017 | \$ 45,843,976 | \$ 7,412,440 |
| 2020 Roadway reconstruction | - | - | - | 8,500,000 |
| ADA pedestrian transition improvement plan 2012 | 36,631 | - | 36,631 | - |
| ADA pedestrian transition improvement plan 2013 | 648,584 | - | 648,584 | - |
| ADA pedestrian transition improvement plan 2014 | 515,862 | - | 515,862 | - |
| ADA pedestrian transition improvement plan 2015 | 876,304 | - | 876,304 | - |
| ADA pedestrian transition improvement plan 2019 | - | - | - | 2,000,000 |
| Albert-Bravo | 90,764 | - | 90,764 | - |
| Alignment, plan line, technical studies | 2,412,214 | - | 2,412,214 | - |
| Alturas - Keystone/Earl | 797,128 | - | 797,128 | - |
| Arlington/1st/Elm Street | 3,325,154 | - | 3,325,154 | - |
| Arlington Bridges | - | 89,971 | 89,971 | 910,029 |
| Avenida de Landa - Beaumont/865' N. Valleywood | 643,664 | - | 643,664 | - |
| Baker Lane/Colman Drive | 1,563,418 | - | 1,563,418 | - |
| Baring Blvd./McCarran/Sparks Blvd. | 735,979 | - | 735,979 | - |
| Baring Blvd./Sparks/Vista | 1,536,322 | - | 1,536,322 | - |
| Bicycle/Pedestrian Improvement FY2018 | 142,541 | 1,016,045 | 1,158,586 | 4,135,165 |
| Board Discretionary Projects - | | | | |
| Washoe County | | | | |
| Reno | 19,946 | - | 19,946 | - |
| Sparks | 12,625 | - | 12,625 | - |
| Boxington Way - Lincoln/Lillard | 54,731 | - | 54,731 | - |
| Bravo Ave. - Mt. Limbo/Ramsey | 771,209 | - | 771,209 | - |
| Bus Stop 19-01 | 866,677 | - | 866,677 | - |
| California Ave./ Liberty/Ryland | - | 80,363 | 80,363 | 1,488,071 |
| Casazza - Wells /Kietzke | 873,386 | - | 873,386 | - |
| Cashill/Skyline | 1,595,069 | - | 1,595,069 | - |
| Caughlin Parkway-Sawbuck/Longknife | 2,168,552 | - | 2,168,552 | - |
| Caughlin Parkway/Bridge St./Longknife/McCarran/Frin/3rd | 977,185 | - | 977,185 | - |
| Center Street | 1,493,077 | - | 1,493,077 | - |
| Center Street Multi-modal Improv. | 2,241,994 | - | 2,241,994 | - |
| Center Street overlay - Plaza/19th | - | - | - | 1,080,000 |
| Clean Water Way - McCarran/Treatment Plant ³ | 374,460 | - | 374,460 | - |
| Clearacre/Scottsdale | 59,670 | 1,619,710 | 1,679,380 | 1,020,620 |
| Coliseum/Yori - Peckham/Gentry | 42,000 | - | 42,000 | - |
| Computer signal system | 760,552 | - | 760,552 | - |
| Corrective maintenance FY12 | 190,000 | - | 190,000 | - |
| Corrective maintenance FY13 | 1,708,346 | - | 1,708,346 | - |
| Corrective maintenance FY14 | 1,668,466 | - | 1,668,466 | - |
| Corrective maintenance FY15 | 1,843,310 | - | 1,843,310 | - |
| County Estates - Huffaker | 1,183,656 | - | 1,183,656 | - |
| County-wide | 1,060,740 | - | 1,060,740 | - |
| County bridge - Galena Creek | 184,950 | - | 184,950 | - |
| Country Club Drive | 353,599 | - | 353,599 | - |
| Dandini Blvd. | 664,059 | - | 664,059 | - |
| Delucchi Lane - Virginia/Tyrone | 1,005,190 | - | 1,005,190 | - |
| Deming Way - Greg/Kleppe | 1,031,031 | - | 1,031,031 | - |
| Department of Energy traffic and street light retrofit | 692,449 | - | 692,449 | - |
| Donati Lane/Vista Blvd. | 988,364 | - | 988,364 | - |
| E. Glendale - McCarran/RR Xng | 1,216,154 | - | 1,216,154 | - |
| | 1,226,316 | - | 1,226,316 | - |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Streets and Highways Fund)**

For the period July 1, 1965 through June 30, 2019

| | Expenditures | | | Unexpended Balance of Project Appropriations |
|---|--|--|-----------|---|
| | July 1, 1965 through June 30, 2018 | July 1, 2018 through June 30, 2019 | Total | |
| | \$ | \$ | \$ | |
| E. Greg Street | 1,293,369 | - | 1,293,369 | - |
| East Lake Blvd. | 783,530 | - | 783,530 | - |
| E. Lincoln Wy. - McCarran/Howard | 236,596 | - | 236,596 | - |
| E. Lincoln Wy. - Sparks/Lillard | 337,446 | - | 337,446 | - |
| E. Lincoln Wy. - Stanford/Howard | 690,659 | - | 690,659 | - |
| E. Moana Lane | 54,764 | - | 54,764 | - |
| E. Ninth Street | 148,162 | - | 148,162 | - |
| E. Nugget Ave. - McCarran/End of pavement | 229,123 | - | 229,123 | - |
| Echo Ave. - Mt. Bismark/Military | 982,740 | - | 982,740 | - |
| El Rancho Drive | 1,331,531 | - | 1,331,531 | - |
| El Rancho Drive - McCarran/Sun Valley Road | 871,775 | - | 871,775 | - |
| El Rancho - Sun Valley/Sullivan | 1,408,196 | - | 1,408,196 | - |
| El Rancho - Sullivan/McCarran | 1,341,019 | - | 1,341,019 | - |
| Emerson Way - Pyramid/N. Truckee | 2,101,524 | - | 2,101,524 | - |
| Evans Avenue | 943,829 | - | 943,829 | - |
| Evans Avenue/Fourth St./Jodi | 1,887,228 | - | 1,887,228 | - |
| Evans St./Highland Ave. - Jodi/Enterprise/Evans/Valley | 1,059,969 | - | 1,059,969 | - |
| First Street - Prater/Richard | 912,015 | - | 912,015 | - |
| Fifth Street - Ralston/RR Xng | 1,237,235 | - | 1,237,235 | - |
| Foothill/Thomas Creek bridge | 117,830 | - | 117,830 | - |
| Forest Street Bike Lanes | - | - | - | 400,000 |
| Franklin Way - Greg/Kleppe | 371,847 | - | 371,847 | - |
| Freeport Blvd. | 50,000 | - | 50,000 | - |
| Freeport and Steneri - 21st/Steneri/Gendale | 118,873 | - | 118,873 | - |
| Galetti Way - Kietzke/Fourth | 1,018,720 | - | 1,018,720 | - |
| Geiger Grade/Toll Road | 8,188,519 | - | 8,188,519 | - |
| Gentry Way and Second St. - Brinkby/Virginia/Giroux/Kietzke | 1,060,051 | - | 1,060,051 | - |
| Gentry/Virginia/Kietzke | 864,863 | - | 864,863 | - |
| Glendale Avenue | 4,946,368 | - | 4,946,368 | - |
| Golden Valley | 211,382 | - | 211,382 | - |
| Golden Valley - N. Hills/U.S. 395 | 631,855 | - | 631,855 | - |
| Green Bicycle/Stamps | - | 171,905 | 171,905 | 24,661 |
| Greenbrae - Rock/Fourth | 816,660 | - | 816,660 | - |
| Greenbrae - Rock/Pyramid | 21,182 | - | 21,182 | - |
| Greg Street | 4,343,180 | - | 4,343,180 | - |
| Greg Street - McCarran Intersection/Prater drainage | 140,000 | - | 140,000 | - |
| Greg Street - Mill/Truckee River | 749,884 | - | 749,884 | - |
| Greg St. Phase I - RR Xng/Sparks Blvd. | 2,387,066 | - | 2,387,066 | - |
| Greg St. Phase II - Sparks Blvd./180 | 3,666,549 | - | 3,666,549 | - |
| Greg Street - Reno limit/McCarran | 1,550,952 | - | 1,550,952 | - |
| Greg Street - Spice Island | 687,487 | - | 687,487 | - |
| Greg Street - Truckee River/Rock | 599,797 | - | 599,797 | - |
| Harvard Way - Linden to Vassar | 1,717,554 | - | 1,717,554 | - |
| Howard/Greenbrae/Sparks | 441,573 | - | 441,573 | - |
| Howard Drive/Lincoln/Prater/Vista to east city limits | 736,655 | - | 736,655 | - |
| Hunter Lake - Plumb/Mayberry | 768,273 | - | 768,273 | - |
| Incline traffic signal | 5,937 | - | 5,937 | - |
| Industrial Way/Coney Island/Glendale | 793,183 | - | 793,183 | - |
| International Place/Ice House Road | 454,428 | - | 454,428 | - |
| Intersection corrective maintenance FY10 | 1,465,920 | - | 1,465,920 | - |
| Intersection corrective maintenance FY11 | 1,247,428 | - | 1,247,428 | - |
| Keystone Avenue/California Avenue/Booth St. intersection | 248,679 | - | 248,679 | - |
| Keystone Avenue rehabilitation | 1,036,521 | - | 1,036,521 | - |
| Kirman - Casazza/Plumb | 146,912 | - | 146,912 | - |
| Kirman/Kuenzli/Apple | 412,286 | - | 412,286 | - |
| Kirman/Locust | 3,752,490 | - | 3,752,490 | - |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Streets and Highways Fund)**

For the period July 1, 1965 through June 30, 2019

| | Expenditures | | | Unexpended Balance of Project Appropriations |
|--|--|--|--------------|---|
| | July 1, 1965 through June 30, 2018 | July 1, 2018 through June 30, 2019 | Total | |
| | | | | |
| Kleppe - Greg/N. Truckee Drain | \$ 2,778,473 | \$ - | \$ 2,778,473 | \$ - |
| Kuenzli Street | 119,416 | - | 119,416 | - |
| Kuenzli Street bridge | 496,598 | - | 496,598 | - |
| Kuenzli Street - 2nd | 1,487,274 | - | 1,487,274 | - |
| La Posada/Eagle Canyon at Pyramid Hwy. | 1,752,339 | - | 1,752,339 | - |
| Lakeshore Drive | 1,134,078 | - | 1,134,078 | - |
| Lakeside Drive | 1,182,372 | - | 1,182,372 | - |
| Lakeside Drive - Brinkby/Mt. Rose | 1,991,639 | - | 1,991,639 | - |
| Lakeside - Huffaker/Meadowridge | 612,170 | - | 612,170 | - |
| Larkin Circle/Madison Ave. - Greg/Greg | 709,203 | - | 709,203 | - |
| Las Brisas - McCarran/Britannia | 818,312 | - | 818,312 | - |
| Lear Blvd. - Moya/Zeolite | 1,483,799 | - | 1,483,799 | - |
| Lemmon Drive - Buck/Patrician | 1,495,172 | - | 1,495,172 | - |
| Lemmon Drive | - | - | - | 3,000,000 |
| Lemmon Drive - Patrician/Ramsey | 1,019,271 | - | 1,019,271 | - |
| Lemmon Drive - Patrician/Waterash | 1,446,833 | - | 1,446,833 | - |
| Lemmon Drive, Phase I | 357,708 | - | 357,708 | - |
| Lemmon Drive, Phase II and III | 394,729 | - | 394,729 | - |
| Liberty/Ryland - Center/Holcomb/Kirman/Mill | 1,042,238 | - | 1,042,238 | - |
| Lillard - Brierty/Prater | 1,177,261 | - | 1,177,261 | - |
| Linda Way/Southern Way - Coney Island/Glendale/Freeport | 1,201,905 | - | 1,201,905 | - |
| Longitudinal joint study | 65,470 | - | 65,470 | - |
| Longley Lane - Houston/Rock | 2,045,694 | - | 2,045,694 | - |
| Longley Lane - Huffaker realignment | 227,910 | - | 227,910 | - |
| Longley Lane - S. Virginia St./Peckham Ln. | 2,242,374 | - | 2,242,374 | - |
| Longley - McCarran/Houston | 2,150,102 | - | 2,150,102 | - |
| Longley - McCarran/S. Virginia | 3,760,669 | - | 3,760,669 | - |
| Loop Road/Salomon Circle -Vista/end of pavement/cul de sac | 629,758 | - | 629,758 | - |
| Los Altos Pkwy. - Canyon Run/Goodwin | 441,188 | - | 441,188 | - |
| Mae Anne/Sierra Highlands - Avenida de Landa/McCarran | 2,551,997 | - | 2,551,997 | - |
| Mae Anne - Avenida de Landa/Ambassador | 675,540 | - | 675,540 | - |
| Mae Anne - Sharlands/Avenida de Landa | 1,578,105 | - | 1,578,105 | - |
| Mayberry Drive | 3,025,256 | - | 3,025,256 | - |
| Mayberry Dr. - Canyon/W. McCarran | 1,659,547 | - | 1,659,547 | - |
| Mayberry Dr. - Hunter Lake/California | 1,073,723 | - | 1,073,723 | - |
| Mayberry Dr. - McCarran/California | 2,628,315 | - | 2,628,315 | - |
| Mayberry Dr. - Truckee River/Canyon | 2,346,483 | - | 2,346,483 | - |
| Mays and Tanager - Lakeshore/Village | 754,427 | - | 754,427 | - |
| McCarran Blvd. - Cashill/Plumb | 116,563 | - | 116,563 | - |
| McCarran Blvd. - forensic study | 36,693 | - | 36,693 | - |
| McCarran Blvd. - Greensboro/Skyline | 852,287 | - | 852,287 | - |
| McCarran Blvd. - Mira Loma/Equity | 1,212,775 | - | 1,212,775 | - |
| McCarran Blvd. - Mira Loma/ S. Virginia Street | 2,158,994 | - | 2,158,994 | - |
| McCarran Blvd. - Plumas/Greensboro | 250,000 | - | 250,000 | - |
| McCarran Blvd. /I-80/Prater | 64,396 | - | 64,396 | - |
| McCarran Blvd. - S. Virginia/4th | 11,611,934 | - | 11,611,934 | - |
| Military Road | 542,342 | - | 542,342 | - |
| Military Road - Lemmon/Echo | 2,780,321 | - | 2,780,321 | - |
| Mill Street | 2,453,504 | - | 2,453,504 | - |
| Mill Street/Kietzke/Rock | 3,233,994 | - | 3,233,994 | - |
| Mill Street - Rock/E. McCarran | 1,919,943 | - | 1,919,943 | - |
| Mill Street - Wells/Virginia | 454,051 | - | 454,051 | - |
| Mira Loma - Longley/McCarran | 1,506,925 | - | 1,506,925 | - |
| Mira Loma - McCarran/1,711' E. | 398,356 | - | 398,356 | - |
| Mira Loma - McCarran/Rosewood | 476,022 | - | 476,022 | - |
| Moana Lane | 87,781 | - | 87,781 | - |
| Moana - Neil/Longley | 301,376 | - | 301,376 | - |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Streets and Highways Fund)**

For the period July 1, 1965 through June 30, 2019

| | Expenditures | | | Unexpended Balance of Project Appropriations |
|---|--|--|------------|---|
| | July 1, 1965 through June 30, 2018 | July 1, 2018 through June 30, 2019 | Total | |
| Moana - Neil/Peckham | \$ 991,505 | \$ - | \$ 991,505 | \$ - |
| Moana - Neil/Kietzke | 946,617 | - | 946,617 | - |
| Moana - Peckham/McCarran | 6,834 | - | 6,834 | - |
| Moana - Plumas/Kietzke | 1,693,570 | - | 1,693,570 | - |
| Moana - Plumas/Pioneer | 29,500 | - | 29,500 | - |
| Moana Lane widening - S. Virginia/Neil ¹ | (629,985) | - | (629,985) | - |
| Montello Street - 9th/Wedekind | 1,159,797 | - | 1,159,797 | - |
| Mount Rose St. - Arlington/Plumas | 472,072 | - | 472,072 | - |
| Moya Blvd - Redrock/Echo | 2,143,452 | - | 2,143,452 | - |
| Neil Road - Virginia/Delucci | 622,975 | - | 622,975 | - |
| Neil Road/Gentry/Terminal Way - Moana/Plumb | 2,050,483 | - | 2,050,483 | - |
| Nichols Blvd. - E. McCarran/Howard | 1,965,071 | - | 1,965,071 | - |
| Nichols Blvd. - Bike/Pedestrian improvements | 1,508,713 | - | 1,508,713 | - |
| Ninth Street - Virginia/Valley | 620,911 | - | 620,911 | - |
| North Hills Boulevard - Golden Valley/1880' West | 484,301 | - | 484,301 | - |
| N. Virginia - 4th/6th/Maple/8th | 2,869,570 | - | 2,869,570 | - |
| Old 395 N. rehabilitation | 1,551,287 | - | 1,551,287 | - |
| Oddie Wells Corridor Multi-Modal | 50,751 | 685,460 | 736,211 | 2,023,789 |
| Pagni Lane | 467,304 | - | 467,304 | - |
| Parr Blvd. | 90,219 | - | 90,219 | - |
| Parr Blvd - N. Virginia/US 395 | 2,469,681 | - | 2,469,681 | - |
| Parr Circle/Catron Drive - Parr/Parr | 1,266,490 | - | 1,266,490 | - |
| Peckham Lane, Phases I and II | 2,704,066 | - | 2,704,066 | - |
| Peckham Lane - Kietzke/Longley | 1,732,873 | - | 1,732,873 | - |
| Peckham Lane - S. Virginia/Kietzke | 774,381 | - | 774,381 | - |
| Pembroke - McCarran/Steamboat Pkwy | 18,357 | - | 18,357 | - |
| Pembroke Drive | 160,056 | - | 160,056 | - |
| Pembroke/Steamboat Parkway | 815,084 | - | 815,084 | - |
| Pembroke Dr. - McCarran/Boynton Bridge | 1,757,774 | - | 1,757,774 | - |
| Plumas - Glenda/Plumb | 1,419,557 | - | 1,419,557 | - |
| Plumas - Manzanita/Glenda Way | 1,026,092 | - | 1,026,092 | - |
| Plumas - Moana/Urban | 1,159,358 | - | 1,159,358 | - |
| Plumas St. sidewalks | 407,385 | - | 407,385 | - |
| Plumas - Sierra | 993,209 | - | 993,209 | - |
| Plumas - Moana south to end of pavement | 2,467,726 | - | 2,467,726 | - |
| Plumb Lane - Margot/S. Virginia | 1,472,271 | - | 1,472,271 | - |
| Plumb Lane - McCarran/Ferris | 6,745,829 | - | 6,745,829 | - |
| Prater Way | 1,002,507 | - | 1,002,507 | - |
| Prater Way and El Rancho Dr. - Stanford/ Sparks Blvd./Victorian/Prater | 1,723,938 | - | 1,723,938 | - |
| Prater Way enhancements Ph. 3 | 856,858 | - | 856,858 | - |
| Prater Way enhancements Ph. 4 | 257,713 | - | 257,713 | - |
| Probasco Way | 1,614,766 | - | 1,614,766 | - |
| Purina Way - Spice Island/E. Greg | 448,572 | - | 448,572 | - |
| Putnam and Wyoming - Kings Row/ Keystone | 817,093 | - | 817,093 | - |
| Pyramid Highway Corridor | 402,761 | - | 402,761 | - |
| Pyramid/McCarran intersection improvements ^{1 2} | 73,184,587 | 98,599 | 73,283,186 | - |
| Pyramid Way - signal improvement | 12,456 | - | 12,456 | - |
| Pyramid/McCarran Blvd.-north urban limit | 1,581,221 | - | 1,581,221 | - |
| Pyramid Hwy./US 395 connector | 1,879,528 | 51,148 | 1,930,676 | 4,991,939 |
| Pyramid Hwy. northbound right turn at Ironwood | 140,742 | - | 140,742 | - |
| Ralston St./5th St. - 2nd/5th/Keystone/Ralston | 1,854,752 | - | 1,854,752 | - |
| Ranger Road - Panther/Newport | 883,361 | - | 883,361 | - |
| Red Rock - Adobe/Argosy | 2,062,105 | - | 2,062,105 | - |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Streets and Highways Fund)**

For the period July 1, 1965 through June 30, 2019

| | Expenditures | | | Unexpended Balance of Project Appropriations |
|---|--|--|------------|---|
| | July 1, 1965 through June 30, 2018 | July 1, 2018 through June 30, 2019 | Total | |
| Red Rock - Moya/U.S. 395 | \$ 461,643 | \$ - | \$ 461,643 | \$ - |
| Red Rock - Osage | 1,870,038 | - | 1,870,038 | - |
| Red Rock - Silver Knolls/Adobe | 303,947 | - | 303,947 | - |
| Regional RMMS | 290,439 | - | 290,439 | - |
| Regional road maintenance - fuel tax ^{3 4} | 53,347,976 | 7,976,060 | 61,324,036 | 16,149,685 |
| Regional road maintenance - public transportation tax | 19,617,423 | - | 19,617,423 | - |
| Regional System Photo Study | 60,005 | - | 60,005 | - |
| Reno Consolidated 06-01- Court/Sierra | 2,264,572 | - | 2,264,572 | - |
| Reno Consolidated 06-02-Airmotive/Condor/Bible | 1,762,634 | - | 1,762,634 | - |
| Reno Consolidated 07-01-Corporate/Financial Blvd. | 981,297 | - | 981,297 | - |
| Reno Consolidated 07-02-Ralston/S. Meadows Pkwy | 757,306 | - | 757,306 | - |
| Reno Consolidated 08-01 - Kirman/Sutro/9th | 1,888,858 | - | 1,888,858 | - |
| Reno Consolidated 09-01 - Vassar/Holcomb | 3,428,153 | - | 3,428,153 | - |
| Reno Consolidated 09-02 - Matley/Market/Louise/ Redwood/Automotive | 1,920,049 | - | 1,920,049 | - |
| Reno Consolidated 10-01 - Crummer/Green Acres/Huffaker | 785,000 | - | 785,000 | - |
| Reno Consolidated 10-02 - Bluestone/Offenhausser/ Patriot/Portman | 1,866,520 | - | 1,866,520 | - |
| Reno Consolidated 10-03 - Lakeside/Manzanita | 3,169,011 | - | 3,169,011 | - |
| Reno Consolidated 10-04 - Brookside/Energy/Edison/ Joule/Reactor | 4,370,038 | - | 4,370,038 | - |
| Reno Consolidated 10-05 - Mira Loma/Barron/Louie | 863,130 | - | 863,130 | - |
| Reno Consolidated 11-01 - First/State | 1,663,549 | - | 1,663,549 | - |
| Reno Consolidated 11-02 - Brinkby/Lymberry | 2,850,741 | - | 2,850,741 | - |
| Reno Consolidated 11-03 - Gould/Kuenzli/Sunshine/Prosperity | 1,707,328 | - | 1,707,328 | - |
| Reno Consolidated 19-01 - Sutro/1st/Lake/State St. | - | 291,379 | 291,379 | 2,108,853 |
| Reno Consolidated 19-02 - North Hills/ Hunter Lake/Sky Vista Dr. | - | 201,324 | 201,324 | 3,298,907 |
| Reno Consolidated 19-03 - Sierra Highlands/Colberet | - | 151,048 | 151,048 | 1,778,952 |
| Reno overlays | 225,997 | - | 225,997 | - |
| Reno rehabilitation 97-1 | 1,065,046 | - | 1,065,046 | - |
| Reno rehabilitation 98-2 | 1,273,479 | - | 1,273,479 | - |
| Reno rehabilitation 98-3 | 1,676,960 | - | 1,676,960 | - |
| Reno rehabilitation - Lake/Sierra/Sinclair | 1,505,712 | - | 1,505,712 | - |
| Reno Sparks Indian Colony Riverside Pathway | - | 113,314 | 113,314 | 377,792 |
| Reno-Sparks signal link | 27,000 | - | 27,000 | - |
| Ring Road - northeast and northwest quadrants | 3,317,635 | - | 3,317,635 | - |
| Ridgeview Dr. - Plumas/Lakeside | 358,494 | - | 358,494 | - |
| Ridgeview Terrace/Plumas | 1,442,660 | - | 1,442,660 | - |
| Robb Drive - Walnut/S. Las Brisas | 4,923,830 | - | 4,923,830 | - |
| Rock Blvd. | 3,016,760 | - | 3,016,760 | - |
| Rock - Glendale/McCarran Blvd. | 3,800,574 | - | 3,800,574 | - |
| Rock - Glendale/Hymer | 841,147 | - | 841,147 | - |
| Rock Blvd. - Oddie/N. McCarran Blvd. | 1,489,587 | - | 1,489,587 | - |
| Rock Blvd. - Victorian/Oddie | 1,944,538 | - | 1,944,538 | - |
| Second Street bridge | 308,140 | - | 308,140 | - |
| Security Circle - N. Virginia/N. Virginia | 835,227 | - | 835,227 | - |
| Seventh Street - Akard/Keystone | 3,573,805 | - | 3,573,805 | - |
| Seventh Avenue - Sun Valley/Klondike | 534,358 | - | 534,358 | - |
| Sierra - 9th/N. Virginia Street | 1,936,791 | - | 1,936,791 | - |
| Sierra Street Bike Lane | - | - | - | 400,000 |
| Silver Lake Blvd. - Silver Shores/1,000'E. of Stead | 1,790,071 | - | 1,790,071 | - |
| Silver Lake Blvd. - 1000' E. of Stead/Sky Vista | 764,518 | - | 764,518 | - |
| S. Stanford Way | 699,429 | - | 699,429 | - |
| S. Virginia Street - Gentry/Brinkby | 396,492 | - | 396,492 | - |
| S. Virginia Street - Wells intersection relocation | 2,556,207 | - | 2,556,207 | - |
| Southeast Connector phase 1 - Greg/Clean Water Wy. ¹ | 54,617,002 | - | 54,617,002 | - |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Streets and Highways Fund)**

For the period July 1, 1965 through June 30, 2019

| | Expenditures | | | Unexpended Balance of Project Appropriations |
|---|--|--|-----------------------|---|
| | July 1, 1965 through June 30, 2018 | July 1, 2018 through June 30, 2019 | Total | |
| Traffic signals | \$ 716,583 | \$ - | \$ 716,583 | \$ - |
| 21st - Glendale/Greg | 256,987 | - | 256,987 | - |
| U.S. 395/S. McCarran Blvd./S. Virginia | 394,390 | - | 394,390 | - |
| University Terrace | 829,055 | - | 829,055 | - |
| Victorian Ave Bike Lane | - | - | - | 430,000 |
| Victorian Avenue Ph. I - Rock/16th | 545,905 | - | 545,905 | - |
| Victorian Avenue Ph. II - Pyramid/McCarran | 3,383,103 | - | 3,383,103 | - |
| Village - Tahoe to Country Club Dr. | 1,290,321 | - | 1,290,321 | - |
| Villanova - Harvard/Terminal | 1,150,059 | - | 1,150,059 | - |
| Virginia Street Bus Rapid Extension- Plumb/Liberty | - | - | - | - |
| Virginia Street - Arroyo/Liberty | - | - | - | - |
| Virginia Street - Truckee/I-80 | 24,418 | - | 24,418 | - |
| Virginia Street - Truckee River bridge replacement | 2,000,000 | - | 2,000,000 | - |
| Virginia St. Bus Rapid Transit Extension ² | 6,411,955 | 18,146,014 | 24,557,969 | 56,891,693 |
| Vista - Prater/Baring | 1,801,361 | - | 1,801,361 | - |
| Vista - Baring/Disc/Los Altos | 3,438,894 | - | 3,438,894 | - |
| Vista - I-80/Prater | 1,721,671 | - | 1,721,671 | - |
| Washington Street - 6th/7th | 115,848 | - | 115,848 | - |
| Washoe County regional preventive maintenance | 1,828,193 | - | 1,828,193 | - |
| Wedekind Road - Sullivan/McCarran | 339,811 | - | 339,811 | - |
| Wedekind Road - N. McCarran/Mapali | 597,965 | - | 597,965 | - |
| Wedge - Despain/Mt. Rose | 121,430 | - | 121,430 | - |
| Wells Avenue overpass | 3,163,717 | - | 3,163,717 | - |
| Wells - Casazza/Second | 110,438 | - | 110,438 | - |
| Wells - 9th/Sutro | 889,016 | - | 889,016 | - |
| Wells - Kuenzli/7th St. | 1,273,099 | - | 1,273,099 | - |
| Wells - Virginia/Kuenzli | 5,345,136 | - | 5,345,136 | - |
| W 4th Street | - | - | - | 500,000 |
| W. 7th - Madera/NW McCarran | 809,706 | - | 809,706 | - |
| W. Huffaker - Del Monte/Spring Leaf | 909,776 | - | 909,776 | - |
| W. Moana Lane | 188,145 | - | 188,145 | - |
| West Sun Valley arterial | 12,132 | - | 12,132 | - |
| Whites Creek-Zolezzi/ S. Virginia Street | 2,376,551 | - | 2,376,551 | - |
| White Lake Parkway - Village/Brant | 1,048,629 | - | 1,048,629 | - |
| Woodland Ave./Sugar Pine court | - | - | - | - |
| York Way | 1,998,479 | - | 1,998,479 | - |
| York Way - 18th/4th | 116,049 | - | 116,049 | - |
| Zolezzi Lane rehabilitation and widening | 1,164,468 | - | 1,164,468 | - |
| | <u>\$ 897,369,169</u> | <u>\$ 42,562,714</u> | <u>\$ 939,931,881</u> | <u>\$ 159,081,303</u> |

Notes:

- ¹ Capacity projects were previously reported in the Regional Road Impact Fee program and were transferred to Streets and Highways in FY14
- ² Combined different phases of the same project expenditures together
- ³ Adjusted beginning balance of cumulative construction project expenditures to tie to life-to-date FY18 expenditures
- ⁴ Consolidated the annual pavement maintenance/preventive maintenance program from current and prior years on this schedule under the Regional road maintenance heading
- ⁵ Difference of \$325,705 was due to adjusting beginning balance of project expenditure to life-to-date FY18 expenditures

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

For the period July 1, 1965 through June 30, 2019

| | Expenditures | | | Unexpended Balance of Project Appropriations |
|---|--|--|------------|---|
| | July 1, 1965 through June 30, 2018 | July 1, 2018 through June 30, 2019 | Total | |
| | \$ | \$ | \$ | |
| Arrowcreek Parkway | 2,981,540 | - | 2,981,540 | - |
| Bicycle/Pedestrian improvements | 2,547,546 | 6,547 | 2,554,093 | - |
| Damonte Ranch/Double R intersection | 437,940 | - | 437,940 | - |
| Farnsworth | 61 | - | 61 | - |
| Geiger Grade realignment | 932,412 | - | 932,412 | - |
| Geiger Grade/Toll Road | 1,762,624 | - | 1,762,624 | - |
| Golden Valley Road | 1,615,421 | - | 1,615,421 | - |
| I580 northbound widening | 20,000,000 | - | 20,000,000 | - |
| Intersection improvement - Veterans/Geiger Grade | 5,294,747 | - | 5,294,747 | - |
| Intersection improvements 97 - all districts | 434,168 | - | 434,168 | - |
| Intersection improvements 98 - all districts | 965,019 | - | 965,019 | - |
| Intersection improvements 02 - all districts | 277,711 | - | 277,711 | - |
| Intersection improvements 03 - all districts | 2,944,528 | - | 2,944,528 | - |
| Intersection improvements 04 - all districts | 4,595,415 | - | 4,595,415 | - |
| Intersection improvements 05 - all districts | 271,527 | - | 271,527 | - |
| Intersection improvements 07 - all districts | 283,468 | - | 283,468 | - |
| Lemmon Drive - Military realignment | 3,044,517 | - | 3,044,517 | - |
| Lemmon Drive - US395 /N. Virginia | 182,424 | - | 182,424 | - |
| Lemmon Drive - Memorial / US 395 | 360,331 | - | 360,331 | - |
| Lincoln Way - Marina/Sparks Blvd. | 13,200 | - | 13,200 | - |
| Longley - McCarran/Moana | 1,386,833 | - | 1,386,833 | - |
| McCarran - Kietzke/Lakeside | 645,172 | - | 645,172 | - |
| McCarran - Prater/I-80 | 208,467 | - | 208,467 | - |
| McCarran Blvd sidewalk improvement - Nichols/Prater | 149,881 | - | 149,881 | - |
| S.E. McCarran Blvd widening - Longley/Greg ¹ | 14,858,157 | - | 14,858,157 | - |
| Moana Lane extension - Longley/Neil | 22,756,313 | - | 22,756,313 | - |
| Moana Lane widening - S. Virginia/Neil | 35,932,930 | - | 35,932,930 | - |
| Neil/Kietzke roundabout | 1,404,622 | - | 1,404,622 | - |
| N. McCarran/N. Virginia intersection | 2,450,082 | - | 2,450,082 | - |
| North Valleys Safety Improvement | 3,084,177 | 60,595 | 3,144,772 | 1,991,728 |
| Plumb/Terminal ITS | 937,133 | - | 937,133 | - |
| Pyramid Hwy. - La Posada/Eagle Canyon | 8,829,283 | - | 8,829,283 | - |
| Pyramid/McCarran intersection ¹ | 4,090,380 | - | 4,090,380 | - |
| Pyramid/McCarran southbound right turn lane | 86,413 | - | 86,413 | - |
| Pyramid Hwy./US 395 connector ¹ | 7,596,949 | - | 7,596,949 | - |
| Red Rock - Moya/U.S. 395 | 710,254 | - | 710,254 | - |
| Signal coordination project | 1,492,556 | - | 1,492,556 | - |
| Signal - Mt. Rose/Thomas Creek | 324,961 | - | 324,961 | - |
| Southeast connector alignment study | 1,182,383 | - | 1,182,383 | - |
| Southeast connector phase 1 - Greg/Clean Water Way ¹ | 30,199,524 | - | 30,199,524 | - |
| Southeast connector phase 2 - Clean Water Way/ Veterans Pkwy. ¹ | 18,810,426 | - | 18,810,426 | - |
| Sparks Blvd. - Pyramid/Los Altos | 4,402,862 | - | 4,402,862 | - |
| Sun Valley/Clearacre | 363,043 | - | 363,043 | - |
| Sun Valley/Eagle Canyon | 7,604 | - | 7,604 | - |
| Sun Valley/Lemmon Drive | 531,198 | - | 531,198 | - |
| Sun Valley/W. 7th Avenue | 364,407 | - | 364,407 | - |
| System corridor studies | 1,132,593 | - | 1,132,593 | - |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

For the period July 1, 1965 through June 30, 2019

| | <u>Expenditures</u> | | | <u>Unexpended Balance of Project Appropriations</u> |
|--|----------------------------------|----------------------------------|-----------------------|---|
| | <u>July 1, 1965</u> | <u>July 1, 2018</u> | <u>Total</u> | |
| | <u>through June 30, 2018</u> | <u>through June 30, 2019</u> | | |
| Traffic and pedestrian signal safety upgrade | \$ 44,903 | \$ - | \$ 44,903 | \$ - |
| T/E spot intersection improvements | 6,593,817 | 2,038,076 | 8,631,893 | 7,581,569 |
| Traffic management center | 268,948 | - | 268,948 | - |
| Traffic signals | 103,692 | - | 103,692 | - |
| U.S. 395 NB and SB/Clearacre/Sun Valley | 54,632,326 | - | 54,632,326 | - |
| U.S. 395/Meadowood interchange | 15,079,961 | - | 15,079,961 | - |
| Virginia St. - Peckham/Moana | 5,000 | - | 5,000 | - |
| Virginia Street transit Q-jump | 1,069,169 | - | 1,069,169 | - |
| Virginia Street transit signal priority | 1,066,499 | - | 1,066,499 | - |
| Vista/Baring northbound left turn lane | 461,633 | - | 461,633 | - |
| Vista Blvd. corridor study | 136,708 | - | 136,708 | - |
| Vista/Pah Rah/Disc/Los Altos | 2,723,274 | - | 2,723,274 | - |
| Vista Blvd. widening - Los Altos/Wingfield Springs | 9,821,787 | - | 9,821,787 | - |
| Vista Blvd/Sparks Blvd at Los Altos | 763,018 | - | 763,018 | - |
| White Lake Parkway | 46,049 | - | 46,049 | - |
| Zolezzi Ln./I-580 interchange | 62,076 | - | 62,076 | - |
| Zolezzi Ln. rehabilitation and widening | 1,949,394 | - | 1,949,394 | - |
| Impact fee credits/waivers issued: | | | | |
| Northwest District | 41,127,091 | - | 41,127,091 | - |
| Northeast District | 74,982,099 | - | 74,982,099 | - |
| South District | 88,572,036 | - | 88,572,036 | - |
| | <u>\$ 512,392,682</u> | <u>\$ 2,105,218</u> | <u>\$ 514,497,900</u> | <u>\$ 9,573,297</u> |

Notes: 1 Projects were transferred to the Schedule of Changes in Reserves for Project Appropriations - General Fund. Due to insufficient impact fee collections, the projects were funded with either bond funds pledged by fuel tax funds, direct fuel tax funds and/or federal funds.



STATISTICAL SECTION - (Unaudited)

STATISTICAL SECTION - Unaudited

This part of Regional Transportation Commission's (RTC) comprehensive annual financial report presents historical perspective, context, and detail to assist in using the information in the financial statements, note disclosures, and required supplementary information to understand and assess the RTC's overall financial health.

| <u>Contents</u> | <u>Page</u> |
|--|-------------|
| Financial Trends | |
| <i>These schedules contain trend information to help understand how the RTC's financial performance and well-being have changed over time.</i> | |
| Net Position by Component - Last ten fiscal years | 100 |
| Changes in Net Position - Last ten fiscal years | 101 |
| Fund Balances of Governmental Funds | 103 |
| Changes in Fund Balances of Governmental Funds | 104 |
| Revenue Capacity | |
| <i>These schedules contain information to help assess the factors affecting the RTC's ability to generate revenue.</i> | |
| Revenues By Source, Governmental Funds | 105 |
| Revenues By Source, Proprietary Funds | 106 |
| Principal Regional Road Impact Fee Credit Recipients | 107 |
| Vehicle Miles Traveled | 108 |
| Direct & Overlapping Tax Rates | 109 |
| Debt Capacity | |
| <i>These schedules present information to help assess the affordability of the RTC's current levels of outstanding debt and the RTC's ability to issue additional debt in the future.</i> | |
| Ratios Of Outstanding Debt By Type | 110 |
| Computation Of General Obligation Direct And Overlapping Debt | 111 |
| Pledged Revenue Bond Coverage And Limitations | 112 |
| Demographic and Economic Information | |
| <i>These schedules offer demographic and economic indicators to help understand the environment within which the RTC's financial activities take place.</i> | |
| Demographic And Economic Statistics | 113 |
| Principal Employers - Current Year And Ten Years Ago | 114 |
| Operating Information | |
| <i>These schedules contain service and infrastructure data to help understand how the information in the RTC's financial report relates to the services the RTC provides and the activities it performs.</i> | |
| Full Time Equivalent Government Employees By Department | 115 |
| RIDE Operating Statistics | 116 |
| ACCESS Operating Statistics | 117 |
| Capital Asset Information | 118 |

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NET POSITION BY COMPONENT

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|--------------------|
| Governmental activities | | | | | | | | | | |
| Invested in capital assets | \$ 6,822 | \$ 6,290 | \$ 7,367 | \$ 7,146 | \$ 4,323 | \$ 5,028 | \$ 5,882 | \$ 5,919 | \$ 6,737 | \$ 6,987 |
| Restricted | 133,571 | 115,138 | 142,133 | 170,601 | 189,812 | 203,703 | 259,684 | 131,269 | 186,450 | 27,150 |
| Unrestricted | (391,330) | (424,725) | (422,778) | (433,608) | (438,024) | (433,877) | (439,896) | (262,933) | (267,138) | (54,255) |
| Total governmental activities ¹ | <u>\$ (250,937)</u> | <u>\$ (303,297)</u> | <u>\$ (273,278)</u> | <u>\$ (255,861)</u> | <u>\$ (243,889)</u> | <u>\$ (225,146)</u> | <u>\$ (174,330)</u> | <u>\$ (125,745)</u> | <u>\$ (73,951)</u> | <u>\$ (20,118)</u> |
| Business-type activities | | | | | | | | | | |
| Invested in capital assets | \$ 94,094 | \$ 89,135 | \$ 79,533 | \$ 73,696 | \$ 74,505 | \$ 78,598 | \$ 79,595 | \$ 78,095 | \$ 78,039 | \$ 67,062 |
| Unrestricted | 13,522 | 14,020 | 19,225 | 17,539 | 16,178 | 15,053 | 15,817 | 17,703 | 20,271 | 14,264 |
| Total business-type activities | <u>\$ 107,616</u> | <u>\$ 103,155</u> | <u>\$ 98,758</u> | <u>\$ 91,235</u> | <u>\$ 90,683</u> | <u>\$ 93,651</u> | <u>\$ 95,412</u> | <u>\$ 95,798</u> | <u>\$ 98,310</u> | <u>\$ 81,326</u> |
| Primary government | | | | | | | | | | |
| Invested in capital assets | \$ 100,917 | \$ 95,425 | \$ 86,900 | \$ 80,842 | \$ 78,828 | \$ 83,626 | \$ 85,477 | \$ 84,014 | \$ 84,776 | \$ 74,049 |
| Restricted | 133,571 | 115,138 | 142,133 | 170,601 | 189,812 | 203,703 | 259,684 | 131,269 | 186,450 | 27,150 |
| Unrestricted | (377,808) | (410,705) | (403,553) | (416,069) | (421,846) | (418,824) | (424,079) | (245,230) | (246,867) | (39,991) |
| Total primary government | <u>\$ (143,321)</u> | <u>\$ (200,142)</u> | <u>\$ (174,520)</u> | <u>\$ (164,626)</u> | <u>\$ (153,206)</u> | <u>\$ (131,495)</u> | <u>\$ (78,918)</u> | <u>\$ (29,947)</u> | <u>\$ 24,359</u> | <u>\$ 61,208</u> |

¹ See Note O for explanation of negative balances.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITIONS

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|------------------------------------|--------------------|---------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|--------------------|--------------------|
| Program revenues | | | | | | | | | | |
| Governmental activities | | | | | | | | | | |
| Charges for services | | | | | | | | | | |
| Streets and highways | \$ 8,443 | \$ 3,787 | \$ 2,482 | \$ 274 | \$ 194 | \$ 619 | \$ 713 | \$ 1,792 | \$ 13,265 | \$ 3,762 |
| Transportation services | 423 | 426 | 414 | 639 | 651 | 636 | 693 | 682 | 686 | 680 |
| Regional Road Impact Fees | 4,834 | 5,550 | 4,492 | 2,690 | 3,979 | - | - | - | - | - |
| Operating grants and contributions | 9,226 | 30,324 | 30,525 | 18,184 | 17,826 | 18,251 | 8,145 | 2,848 | 1,657 | 1,913 |
| Capital grants and contributions | 210 | 745 | 228 | 3,462 | 25 | 7 | 1,563 | 6,792 | 5,171 | 3,495 |
| Total governmental activities | <u>23,136</u> | <u>40,832</u> | <u>38,140</u> | <u>25,249</u> | <u>22,675</u> | <u>19,513</u> | <u>11,114</u> | <u>12,114</u> | <u>20,779</u> | <u>9,850</u> |
| Business-type activities | | | | | | | | | | |
| Charges for services | | | | | | | | | | |
| Passenger fares | 5,108 | 5,615 | 5,717 | 5,909 | 5,978 | 6,176 | 5,959 | 5,917 | 5,738 | 6,025 |
| Bus advertising | 262 | 264 | 190 | 181 | 206 | 216 | 277 | 347 | 422 | 436 |
| Rental income | 357 | 435 | 458 | 455 | 421 | 460 | 460 | 434 | 437 | 463 |
| Miscellaneous | - | - | - | - | - | - | - | - | - | 105 |
| Operating grants and contributions | 4,320 | 4,088 | 4,826 | 3,618 | 3,404 | 3,499 | 3,989 | 3,483 | 9,814 | 7,476 |
| Capital grants and contributions | 12,935 | 7,848 | 9,882 | 3,813 | 980 | 4,147 | 5,463 | 4,580 | 15,279 | 10,809 |
| Total business-type activities | <u>22,982</u> | <u>18,250</u> | <u>21,073</u> | <u>13,976</u> | <u>10,989</u> | <u>14,498</u> | <u>16,148</u> | <u>14,761</u> | <u>31,690</u> | <u>25,314</u> |
| Total program revenues | <u>\$ 46,118</u> | <u>\$ 59,082</u> | <u>\$ 59,213</u> | <u>\$ 39,225</u> | <u>\$ 33,664</u> | <u>\$ 34,011</u> | <u>\$ 27,262</u> | <u>\$ 26,875</u> | <u>\$ 52,469</u> | <u>\$ 35,164</u> |
| Expenses | | | | | | | | | | |
| Governmental activities | | | | | | | | | | |
| Streets and highways | \$ 39,637 | \$ 118,730 | \$ 101,901 | \$ 83,266 | \$ 67,542 | \$ 106,986 | \$ 91,016 | \$ 85,851 | \$ 89,240 | \$ 64,868 |
| Transportation services | 9,949 | 10,348 | 9,279 | 8,136 | 7,403 | 7,372 | 7,387 | 6,894 | 7,344 | 7,998 |
| Regional Road Impact Fees | 2,727 | 5,154 | 6,515 | 3,036 | 2,067 | - | - | - | - | - |
| Metropolitan planning | 2,653 | 2,226 | 2,519 | 3,221 | 2,707 | 3,759 | 2,803 | 3,452 | 2,122 | 2,100 |
| Interest and fiscal charges | 18,685 | 19,284 | 19,586 | 19,867 | 20,134 | 20,351 | 14,066 | 12,584 | 10,493 | 5,320 |
| Total governmental activities | <u>73,651</u> | <u>155,743</u> | <u>139,802</u> | <u>117,526</u> | <u>99,853</u> | <u>138,468</u> | <u>115,272</u> | <u>108,781</u> | <u>109,199</u> | <u>80,286</u> |
| Business-type activities | | | | | | | | | | |
| Public transportation | 39,282 | 31,465 | 31,251 | 30,307 | 30,202 | 30,411 | 30,110 | 29,761 | 30,639 | 29,520 |
| Total expenses | <u>\$ 112,933</u> | <u>\$ 187,208</u> | <u>\$ 171,053</u> | <u>\$ 147,833</u> | <u>\$ 130,055</u> | <u>\$ 168,879</u> | <u>\$ 145,382</u> | <u>\$ 138,542</u> | <u>\$ 139,838</u> | <u>\$ 109,806</u> |
| Net expenses | | | | | | | | | | |
| Governmental activities | \$ (50,515) | \$ (114,910) | \$ (101,661) | \$ (92,277) | \$ (77,178) | \$ (118,955) | \$ (104,158) | \$ (96,667) | \$ (88,420) | \$ (70,436) |
| Business-type activities | (16,300) | (13,215) | (10,178) | (16,331) | (19,213) | (15,913) | (13,962) | (15,000) | 1,051 | (4,206) |
| Total net expense | <u>\$ (66,814)</u> | <u>\$ (128,125)</u> | <u>\$ (111,839)</u> | <u>\$ (108,608)</u> | <u>\$ (96,391)</u> | <u>\$ (134,868)</u> | <u>\$ (118,120)</u> | <u>\$ (111,667)</u> | <u>\$ (87,369)</u> | <u>\$ (74,642)</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITION - CONTINUED

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|---|-------------------|--------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| General revenues and other changes in net position | | | | | | | | | | |
| Governmental activities | | | | | | | | | | |
| Motor vehicle fuel tax | \$ 86,738 | \$ 81,180 | \$ 75,058 | \$ 68,015 | \$ 58,934 | \$ 49,575 | \$ 41,828 | \$ 35,319 | \$ 29,385 | \$ 21,835 |
| Public transportation tax | 11,650 | 9,806 | 8,989 | 9,932 | 8,414 | 8,786 | 8,459 | 7,726 | 4,250 | 1,170 |
| Regional Road Impact fees | - | - | - | - | - | 8,165 | 8,598 | - | - | - |
| Unrestricted investment earnings | 3,266 | 465 | 235 | 1,971 | 779 | 909 | 207 | 1,085 | 556 | 631 |
| Miscellaneous revenue | 990 | 162 | (260) | 193 | 12 | 246 | 3 | 55 | 150 | 59 |
| Gain (loss) on disposal of capital assets | 19 | 8 | 4 | 9 | - | 2 | 10 | - | - | 5 |
| Transfers | 210 | 300 | 218 | 184 | 188 | 308 | (561) | 338 | 246 | 4,193 |
| Total governmental activities | <u>102,874</u> | <u>91,922</u> | <u>84,244</u> | <u>80,304</u> | <u>68,327</u> | <u>67,991</u> | <u>58,544</u> | <u>44,523</u> | <u>34,587</u> | <u>27,893</u> |
| Business-type activities | | | | | | | | | | |
| Public transportation tax | 20,274 | 21,278 | 17,837 | 16,661 | 16,270 | 14,231 | 12,927 | 12,472 | 15,182 | 17,851 |
| Investment earnings | 545 | 65 | 34 | 304 | 134 | 172 | 35 | 321 | 71 | 191 |
| Miscellaneous revenue | 134 | 30 | 43 | 114 | 18 | 44 | 15 | 30 | 923 | - |
| Gain (loss) on disposal of capital assets | 18 | - | 6 | (12) | 10 | 14 | 38 | 3 | 2 | 462 |
| Transfers | (210) | (300) | (218) | (184) | (188) | (308) | 561 | (338) | (246) | (4,193) |
| Total business-type activities | <u>20,761</u> | <u>21,074</u> | <u>17,701</u> | <u>16,883</u> | <u>16,244</u> | <u>14,153</u> | <u>13,576</u> | <u>12,488</u> | <u>15,932</u> | <u>14,311</u> |
| Total primary government | <u>\$ 123,635</u> | <u>\$ 112,996</u> | <u>\$ 101,945</u> | <u>\$ 97,187</u> | <u>\$ 84,571</u> | <u>\$ 82,144</u> | <u>\$ 72,120</u> | <u>\$ 57,011</u> | <u>\$ 50,519</u> | <u>\$ 42,204</u> |
| Change in net position | | | | | | | | | | |
| Governmental activities | \$ 52,359 | \$ (22,989) | \$ (17,417) | \$ (11,973) | \$ (8,851) | \$ (50,964) | \$ (45,614) | \$ (52,144) | \$ (53,833) | \$ (42,543) |
| Business-type activities | 4,461 | 7,859 | 7,523 | 552 | (2,969) | (1,760) | (386) | (2,512) | 16,983 | 10,106 |
| Total primary government | <u>\$ 56,820</u> | <u>\$ (15,130)</u> | <u>\$ (9,894)</u> | <u>\$ (11,421)</u> | <u>\$ (11,820)</u> | <u>\$ (52,724)</u> | <u>\$ (46,000)</u> | <u>\$ (54,656)</u> | <u>\$ (36,850)</u> | <u>\$ (32,437)</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

FUND BALANCES OF GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 ² | 2018 ² | 2017 ² | 2016 ² | 2015 ² | 2014 ² | 2013 ² | 2012 ² | 2011 ² | 2010 ¹ |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| General fund | | | | | | | | | | |
| Nonspendable | \$ 307 | \$ 304 | \$ 271 | \$ 221 | \$ 170 | \$ 192 | \$ 182 | \$ 201 | \$ 146 | \$ - |
| Restricted | 87,463 | 58,704 | 88,510 | 112,912 | 136,930 | 153,058 | 215,711 | 93,225 | 149,515 | - |
| Reserved | - | - | - | - | - | - | - | - | - | 126,092 |
| Total general fund | <u>\$ 87,770</u> | <u>\$ 59,008</u> | <u>\$ 88,781</u> | <u>\$ 113,133</u> | <u>\$ 137,100</u> | <u>\$ 153,250</u> | <u>\$ 215,893</u> | <u>\$ 93,426</u> | <u>\$ 149,661</u> | <u>\$ 126,092</u> |
| All other governmental funds | | | | | | | | | | |
| Nonspendable | \$ 218 | \$ 374 | \$ 384 | \$ 133 | \$ 124 | \$ 199 | \$ 157 | \$ 219 | \$ 135 | \$ - |
| Restricted | 46,108 | 56,434 | 53,622 | 57,689 | 52,882 | 50,645 | 43,973 | 38,044 | 42,680 | - |
| Assigned | 2,767 | 1,543 | 2,234 | 381 | 2,914 | 2,360 | 1,074 | 535 | - | - |
| Unassigned | - | - | - | (541) | - | - | - | (274) | (277) | - |
| Reserved | - | - | - | - | - | - | - | - | - | 6,397 |
| Total all other governmental funds | <u>\$ 49,093</u> | <u>\$ 58,350</u> | <u>\$ 56,240</u> | <u>\$ 57,662</u> | <u>\$ 55,920</u> | <u>\$ 53,204</u> | <u>\$ 45,204</u> | <u>\$ 38,524</u> | <u>\$ 42,538</u> | <u>\$ 6,397</u> |

¹ The increase in reserved fund balance in the general fund was due to the issuance of the Series 2009, Series 2010, and Series 2013 Bonds used to finance the costs of constructing and maintaining certain streets and highways in the County. See Note I & J.

² RTC has chosen to present fund balances prospectively in accordance with the implementation of GASB No. 54.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|--|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|--------------------|------------------|-------------------|
| Revenues | | | | | | | | | | |
| Motor vehicle fuel tax | \$ 86,738 | \$ 81,180 | \$ 75,058 | \$ 68,015 | \$ 58,934 | \$ 49,575 | \$ 41,828 | \$ 35,319 | \$ 29,385 | \$ 21,835 |
| Public transportation tax | 11,650 | 9,806 | 8,989 | 9,932 | 8,414 | 8,786 | 8,459 | 7,726 | 4,250 | 1,170 |
| Impact fees | 4,831 | 5,550 | 4,492 | 2,690 | 3,979 | 8,165 | 8,598 | 596 | 11,226 | 1,076 |
| Passenger fares | 423 | 426 | 413 | 639 | 651 | 636 | 693 | 683 | 686 | 680 |
| Investment income | 3,266 | 465 | 235 | 1,971 | 779 | 909 | 207 | 1,085 | 556 | 631 |
| Reimbursements | 7,628 | 3,605 | 2,467 | 233 | 161 | 644 | 716 | 1,168 | 2,162 | 2,856 |
| Planning, operating and capital grants | 9,982 | 34,534 | 28,970 | 19,928 | 18,711 | 17,919 | 12,125 | 5,866 | 5,118 | 5,123 |
| Miscellaneous income | 1,005 | 237 | (160) | 340 | 253 | 531 | 213 | 263 | 380 | 362 |
| Total revenues | 125,524 | 135,803 | 120,465 | 103,748 | 91,882 | 87,165 | 72,839 | 52,706 | 53,763 | 33,733 |
| Expenditures | | | | | | | | | | |
| Streets and highways | 51,626 | 124,837 | 107,873 | 85,286 | 69,386 | 106,872 | 90,760 | 85,533 | 89,024 | 64,521 |
| Transportation services | 8,659 | 9,032 | 7,817 | 7,158 | 6,700 | 6,526 | 6,247 | 5,945 | 6,358 | 6,712 |
| Metropolitan planning | 2,653 | 2,226 | 2,402 | 3,167 | 2,649 | 3,672 | 2,725 | 3,357 | 2,043 | 2,032 |
| Capital outlay | 1,856 | 242 | 1,663 | 3,841 | 43 | 9 | 1,898 | 124 | 711 | 814 |
| Debt service | | | | | | | | | | |
| Principal | 2,303 | 7,603 | 6,604 | 6,309 | 6,096 | 5,997 | 5,788 | 5,438 | - | 2,000 |
| Interest | 19,446 | 19,790 | 20,059 | 20,362 | 20,584 | 19,156 | 12,497 | 13,223 | 7,662 | 2,458 |
| Debt service fees & fiscal charges | 1,022 | 45 | 42 | 42 | 46 | 34 | 36 | 22 | 886 | 2,504 |
| Total expenditures | 87,566 | 163,776 | 146,459 | 126,165 | 105,504 | 142,266 | 119,951 | 113,642 | 106,684 | 81,041 |
| EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES | 37,958 | (27,973) | (25,994) | (22,417) | (13,622) | (55,101) | (47,112) | (60,936) | (52,921) | (47,308) |
| Other financing sources (uses) | | | | | | | | | | |
| Transfers in (out) | 210 | 300 | 217 | 184 | 188 | 308 | 225 | 338 | 246 | 4,193 |
| Debt issuance ¹ | 183,235 | - | - | - | - | - | 165,000 | - | 90,000 | 179,567 |
| Bond premium | 22,507 | - | - | - | - | - | 11,023 | - | 340 | 162 |
| Bond discount | - | - | - | - | - | - | - | - | - | (155) |
| Payment to refunded bond escrow agent | (224,426) | - | - | - | - | - | - | - | - | - |
| Sale of capital assets | 19 | 8 | 4 | 9 | - | 2 | 10 | - | - | 5 |
| Total other financing sources (uses) | (18,454) | 308 | 221 | 193 | 188 | 310 | 176,258 | 338 | 90,586 | 183,772 |
| NET CHANGE IN FUND BALANCES | \$ 19,504 | \$ (27,664) | \$ (25,773) | \$ (22,224) | \$ (13,434) | \$ (54,791) | \$ 129,146 | \$ (60,598) | \$ 37,665 | \$ 136,464 |
| DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES | 26.6% | 16.8% | 18.4% | 21.8% | 25.3% | 17.7% | 15.5% | 16.5% | 8.1% | 8.7% |

¹ Proceeds from the issuance of debt are detailed in Note I & J.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REVENUES BY SOURCE, GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)

| Fiscal Year | Motor Vehicle Fuel Tax | Regional Road Impact Fee Credits ¹ | Regional Road Impact Fees | Public Transportation Tax | Total |
|----------------|------------------------------|---|---------------------------------|---------------------------------|----------------|
| 2019 | \$ 86,738,311 | \$ - | \$ 4,830,616 | \$ 11,650,266 | \$ 103,219,193 |
| 2018 | 81,179,894 | 714,512 | 4,835,052 | 9,805,973 | 96,535,431 |
| 2017 | 75,058,070 | 452,098 | 4,039,431 | 8,989,017 | 88,538,616 |
| 2016 | 68,015,031 | - | 2,690,468 | 9,932,269 | 80,637,768 |
| 2015 | 58,934,179 | 953,787 | 3,025,633 | 8,414,074 | 71,327,673 |
| 2014 | 49,574,968 | 6,790,650 | 1,374,381 | 8,786,166 | 66,526,165 |
| 2013 | 41,827,886 | 7,470,788 | 1,126,781 | 8,459,319 | 58,884,774 |
| 2012 | 35,318,650 | 346,025 | 249,938 | 7,726,463 | 43,641,076 |
| 2011 | 29,385,293 | 10,730,150 | 496,279 | 4,250,000 | 44,861,722 |
| 2010 | 21,834,666 | 625,828 | 450,167 | 1,170,088 | 24,080,749 |
| <u>Change</u> | | | | | |
| 2010-2019 | 297.3% | -100.0% | 973.1% | 895.7% | 328.6% |

¹ Regional Road Impact Fee Credits are non-cash revenue

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REVENUES BY SOURCE, PROPRIETARY FUNDS

Last ten fiscal years
(Accrual basis of accounting)

| Fiscal Year | Public Transportation Tax | Passenger Fares¹ | Federal Operating Government Grant | Bus Advertising | Investment Income | Miscellaneous⁴ | Total |
|--------------------|----------------------------------|------------------------------------|---|------------------------|--------------------------|----------------------------------|---------------|
| 2019 | \$ 20,274,451 | \$ 5,108,047 | \$ 4,320,161 | \$ 261,659 | \$ 544,930 | \$ 508,491 | \$ 31,017,739 |
| 2018 | 21,278,436 | 5,614,832 | 4,088,110 | 264,091 | 65,488 | 465,798 | 31,776,755 |
| 2017 | 17,836,832 | 5,716,864 | 4,825,788 | 190,455 | 33,843 | 505,727 | 29,109,509 |
| 2016 | 16,661,346 | 5,908,612 | 3,618,038 | 181,404 | 303,719 | 556,570 | 27,229,689 |
| 2015 | 16,270,368 | 5,977,902 | 3,403,457 | 206,391 | 134,063 | 448,611 | 26,440,792 |
| 2014 | 14,230,831 | 6,175,971 | 3,498,641 | 216,345 | 172,261 | 517,092 | 24,811,141 |
| 2013 | 12,926,595 | 5,959,133 | 3,989,322 | 277,131 | 35,051 | 512,661 | 23,699,893 |
| 2012 | 12,472,313 | 5,916,656 | 3,482,964 | 347,714 | 320,859 | 466,834 | 23,007,340 |
| 2011 | 15,182,174 | 5,738,460 | 9,814,365 | 422,428 | 70,699 | 1,361,740 ³ | 32,589,866 |
| 2010 | 17,851,440 | 6,024,823 | 7,476,152 | 435,904 | 191,250 | 1,030,407 ² | 33,009,976 |
| Change | | | | | | | |
| 2010-2019 | 13.6% | -15.2% | -42.2% | -40.0% | 184.9% | -50.7% | -6.0% |

¹ October 6, 2018 Passenger Fare Changes:

* All U.S. Veteran riders qualify for reduced fare; Single ride disabled decreased from \$1.00 to \$0.75; 7-Day full fare pass decreased from \$19.50 to \$14.50; 7-Day regular fare pass decreased from \$9.75 to \$6.00; Single ride RTC ACCESS ID increased from \$0.50 to \$0.75; Transfers were eliminated; 31-Day Disabled pass increased from \$26.00 to \$32.50; 24-Hour pass discontinued; One Day pass expires at midnight.

* Effective 7/1/2014, RTC RIDE and RTC RAPID prepaid passes were reduced by 7%. RTC INTERCITY fare was increased by 25%.

RTC Sierra Spirit implemented a 25-cent regular fare and 10-cent reduced fare. RTC ACCESS on RTC RIDE 10-ride pass was reduced from \$5 to \$4.

² Includes FTA residual value of \$426,604 on the Citicenter property sold to the City of Reno. The residual value was applied towards the 4th Street Station construction.

³ Includes NV Energy Incentive Program & Sure Bet Program rebate of \$815,340 for Solar, Lighting, and HVAC ARRA grant projects.

⁴ Includes rental income and gain on sale of assets.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**PRINCIPAL REGIONAL ROAD IMPACT FEE CREDIT RECIPIENTS¹
YEARS 2019 AND 2010**

Last ten fiscal years

| Certificate Holders | 2019 | | | 2010 | | |
|--|--------------------------------------|------|------------------|--------------------------------------|------|------------------|
| | Value of Waivers Issued ³ | Rank | % of Total Value | Value of Credits Issued ² | Rank | % of Total Value |
| Nevada Tri-Partners, LLC | \$ - | - | 0.0% | \$ 392,338 | 1 | 62.7% |
| Pyramid Hwy. & Robert Banks Blvd. | - | - | 0.0% | 133,490 | 2 | 21.3% |
| Spanish Springs Associates | - | - | 0.0% | 100,000 | 3 | 16.0% |
| Total Ten Largest Credit Recipients | \$ - | | 0.0% | \$ 625,828 | | 100.0% |
| Total Impact Fee Credits Issued | \$ - | | 0.0% | \$ 625,828 | | 100.0% |

- ¹ Any person, except a unit of government, who constructs all or part of a capital improvement included in the Regional CIP or offers a dedication of land may apply for a Regional Road Impact Fee Credit/Waiver. RRIF Credits measured in Vehicle Miles Traveled (VMT) were issued prior to 3/2/2015. RRIF Waivers, replaced the RRIF Credit program in 2015, and are measured in dollars. The RTC RRIF Administrator determines which capital improvements and/or right-of-way dedications are eligible for Credits/Waivers. RRIF Credits and Waivers are managed in an online RRIF Automation account.
- ² RRIF Credits may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Benefit District where they were earned. RRIF Credits transferred to a 3rd Party can be used to pay up to 100% of impact fees owed within the Development of Record where they were earned and up to 50% of the impact fees owed outside the Development of Record, but within the Benefit District. RRIF Credits may not be used outside the Benefit District where the RRIF Credits were earned. Unused RRIF Credits expire twenty years from the date of approval of the Capital Contribution Front Ending Agreement (CCFEA). In 2017, a one-time offer to extend the expiration date for an additional 10 years was given to existing credit holders.
- ³ RRIF Waivers may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Development of Record and do not expire. RRIF Waivers transferred to a 3rd Party can be used to pay up to 100% of the impact fees owed within the Development of Record where they were earned. RRIF Waivers may not be used outside the Development of Record. The impact fees owed using RRIF Waivers are based on the fee schedule in effect at the time of the RRIF Offset Agreement for the land uses identified in the agreement. Impact fees owed for any changes to the original land use will be assessed at the current impact fee rate.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

VEHICLE MILES TRAVELED (VMT) UNITS¹

Last ten fiscal years

| | 2019 | 2018 | 2017 | 2016³ | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|---|-------------|--------------|--------------|-------------------------|--------------|---------------|---------------|--------------|---------------|--------------|
| Total VMT units issued in Reno ² | - | 2,135 | 1,546 | - | 6,885 | 21,440 | 27,454 | 500 | 42,931 | - |
| Total VMT units issued outside Reno | - | - | - | - | - | 17,984 | 27,018 | 1,047 | 34,808 | 4,875 |
| Total VMT units | - | 2,135 | 1,546 | - | 6,885 | 39,424 | 54,472 | 1,547 | 77,739 | 4,875 |

¹ Any person, except a unit of government, who constructs all or part of a capital improvement included in the Regional CIP or offers a dedication of land may apply for a Regional Road Impact Fee Credit/Waiver. RRIF Credits measured in Vehicle Miles Traveled (VMT) were issued prior to 3/2/2015. RRIF Waivers, replaced the RRIF Credit program in 2015, and are measured in dollars. The RTC RRIF Administrator determines which capital improvements and/or right-of-way dedications are eligible for Credits/Waivers. RRIF Credits and Waivers are managed in an online RRIF Automation account.

² Prior to 2014, impact fees were slightly lower in the City of Reno. Impact Fees were discounted to account for additional payments made by new development within the City of Reno to pay for outstanding debt on Reno's 1985 and 1989 bond issues which were used for road capital improvements and improvements on existing roadways. The City of Sparks and Washoe County had no outstanding debt for road improvements. Beginning 2014, the bonds were paid off.

³ Beginning 2016, VMTs shown represent the RRIF Waivers issued. RRIF Waivers are issued in dollars and are converted to Vehicle Miles Traveled (VMTs) based on the impact fee rate in effect as of the date of the RRIF Offset Agreement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

DIRECT AND OVERLAPPING TAX RATES

Last ten fiscal years

| Fiscal Year | RTC Direct Sales Tax Rate ¹ | Washoe County Sales Tax Rate | RTC Direct Vehicle Fuel Tax Rate ² | Annual RTC Direct Vehicle Fuel Tax Index Incr. ³ | Washoe County Vehicle Fuel Tax Rate | Annual Washoe County Vehicle Fuel Tax Index Incr. ³ | RTC Direct Impact Fee in Reno Rate ⁴ | RTC Direct Impact Fee Outside Reno Rate | RTC Direct Impact Fee in North Area Rate ⁵ | RTC Direct Impact Fee in South Area Rate ⁵ |
|-------------|--|------------------------------|---|---|-------------------------------------|--|---|---|---|---|
| 2019 | 0.375% | 8.265% | \$ 0.3829 | \$ 0.0145 | \$ 0.5010 | \$ 0.0168 | N/A | N/A | \$267.58/VMT | \$303.11/VMT |
| 2018 | 0.375% | 8.265% | 0.3684 | 0.0155 | 0.4842 | 0.0179 | N/A | N/A | 262.69/VMT | 297.58/VMT |
| 2017 | 0.375% | 7.725% | 0.3529 | 0.0239 | 0.4663 | 0.0403 | N/A | N/A | 262.69/VMT | 297.58/VMT |
| 2016 | 0.375% | 7.725% | 0.3289 | 0.0348 | 0.4386 | 0.0403 | N/A | N/A | 258.20/VMT | 292.50/VMT |
| 2015 | 0.375% | 7.725% | 0.2942 | 0.0378 | 0.3983 | 0.0438 | N/A | N/A | 253.39/VMT | 287.05/VMT |
| 2014 | 0.375% | 7.725% | 0.2564 | 0.0366 | 0.3546 | 0.0423 | \$216/VMT | \$227/VMT | | |
| 2013 | 0.375% | 7.725% | 0.2198 | 0.0323 | 0.3123 | 0.0374 | 216/VMT | 227/VMT | | |
| 2012 | 0.375% | 7.725% | 0.1875 | 0.0264 | 0.2749 | 0.0305 | 216/VMT | 227/VMT | | |
| 2011 | 0.375% | 7.725% | 0.1611 | 0.0261 | 0.2443 | 0.0302 | 216/VMT | 227/VMT | | |
| 2010 | 0.375% | 7.725% | 0.1350 | 0.0294 | 0.2141 | 0.0339 | 216/VMT | 227/VMT | | |

¹ The RTC's sales tax rate may only be changed with the approval of the Board of County Commissioners and enacted State legislation. Effective November 1, 1982, the Board of County Commissioners imposed a sales tax of 1/4 cent for mass transit or the construction of public roads. Effective July 1, 2003, the Board of County Commissioners imposed an additional 1/8 cent sales tax.

² The RTC's motor vehicle fuel tax rate may only be changed with the approval of the Board of County Commissioners and enacted State legislation. In 1965, a \$0.01 per gallon fuel tax was levied for the purpose of constructing and improving the street and highway transportation facilities within Washoe County. In 1971, it was increased to \$0.02 per gallon and in 1982 to \$0.04 per gallon. In April of 1994, a temporary additional \$0.05 per gallon was approved then made permanent in September of 1995. Reference note 3 below. Annual rates reflect year-to-year cumulative indexing.

³ Effective October 1, 2003, the Board of County Commissioners approved fuel tax indexing which imposed additional new taxes on motor vehicle fuel. On the first day of each fiscal year, motor vehicle fuel tax was increased by (i) the lesser of 4.5 percent or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years. At the November 2008 election, County voters approved RTC5 and the State Legislature enacted the bill which revised the indexing provisions for the 9-cent motor vehicle fuel tax. The county was thereby authorized to impose additional taxes on motor vehicle fuel and special fuels for the benefit of the Commission, and provided for annual increases in such taxes to be calculated using a formula based on (i) the lesser of 7.8% or (ii) a rolling 10-year average of the changes in the Producer Price Index for Street and Highway Construction. The PPI adjustments were imposed on the CPI adjusted rate of 10.5621 cents per gallon. The PPI adjusted rate went into effect with April 2010 fuel tax collections. Rates shown reflect the annual change in the index.

⁴ The imposition of an impact fees for the construction of new roads and to make capacity improvements is established by State legislation. RTC impact fee rates may only be changed with the approval of ordinances adopted by all participating local governments. The 2003 passage of WC-2 allowed for the indexing of impact fee and NRS 278B.225 was established to allow automatic inflationary adjustments to the fees. Rates shown are based on a single-family detached home.

⁵ Effective March 2, 2015 the 5th edition of the Regional Road Impact Fee System General Administrative Manual (GAM) was adopted. Service areas were modified to North and South as shown in Exhibit B of the GAM. Impact fee rates shown are based on Exhibit H of the GAM.

Source: Nevada Department of Taxation and Regional Transportation Commission

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NET POSITION BY COMPONENT

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|--------------------|
| Governmental activities | | | | | | | | | | |
| Invested in capital assets | \$ 6,822 | \$ 6,290 | \$ 7,367 | \$ 7,146 | \$ 4,323 | \$ 5,028 | \$ 5,882 | \$ 5,919 | \$ 6,737 | \$ 6,987 |
| Restricted | 133,571 | 115,138 | 142,133 | 170,601 | 189,812 | 203,703 | 259,684 | 131,269 | 186,450 | 27,150 |
| Unrestricted | (391,330) | (424,725) | (422,778) | (433,608) | (438,024) | (433,877) | (439,896) | (262,933) | (267,138) | (54,255) |
| Total governmental activities ¹ | <u>\$ (250,937)</u> | <u>\$ (303,297)</u> | <u>\$ (273,278)</u> | <u>\$ (255,861)</u> | <u>\$ (243,889)</u> | <u>\$ (225,146)</u> | <u>\$ (174,330)</u> | <u>\$ (125,745)</u> | <u>\$ (73,951)</u> | <u>\$ (20,118)</u> |
| Business-type activities | | | | | | | | | | |
| Invested in capital assets | \$ 94,094 | \$ 89,135 | \$ 79,533 | \$ 73,696 | \$ 74,505 | \$ 78,598 | \$ 79,595 | \$ 78,095 | \$ 78,039 | \$ 67,062 |
| Unrestricted | 13,522 | 14,020 | 19,225 | 17,539 | 16,178 | 15,053 | 15,817 | 17,703 | 20,271 | 14,264 |
| Total business-type activities | <u>\$ 107,616</u> | <u>\$ 103,155</u> | <u>\$ 98,758</u> | <u>\$ 91,235</u> | <u>\$ 90,683</u> | <u>\$ 93,651</u> | <u>\$ 95,412</u> | <u>\$ 95,798</u> | <u>\$ 98,310</u> | <u>\$ 81,326</u> |
| Primary government | | | | | | | | | | |
| Invested in capital assets | \$ 100,917 | \$ 95,425 | \$ 86,900 | \$ 80,842 | \$ 78,828 | \$ 83,626 | \$ 85,477 | \$ 84,014 | \$ 84,776 | \$ 74,049 |
| Restricted | 133,571 | 115,138 | 142,133 | 170,601 | 189,812 | 203,703 | 259,684 | 131,269 | 186,450 | 27,150 |
| Unrestricted | (377,808) | (410,705) | (403,553) | (416,069) | (421,846) | (418,824) | (424,079) | (245,230) | (246,867) | (39,991) |
| Total primary government | <u>\$ (143,321)</u> | <u>\$ (200,142)</u> | <u>\$ (174,520)</u> | <u>\$ (164,626)</u> | <u>\$ (153,206)</u> | <u>\$ (131,495)</u> | <u>\$ (78,918)</u> | <u>\$ (29,947)</u> | <u>\$ 24,359</u> | <u>\$ 61,208</u> |

¹ See Note O for explanation of negative balances.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITIONS

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|------------------------------------|--------------------|---------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|--------------------|--------------------|
| Program revenues | | | | | | | | | | |
| Governmental activities | | | | | | | | | | |
| Charges for services | | | | | | | | | | |
| Streets and highways | \$ 8,443 | \$ 3,787 | \$ 2,482 | \$ 274 | \$ 194 | \$ 619 | \$ 713 | \$ 1,792 | \$ 13,265 | \$ 3,762 |
| Transportation services | 423 | 426 | 414 | 639 | 651 | 636 | 693 | 682 | 686 | 680 |
| Regional Road Impact Fees | 4,834 | 5,550 | 4,492 | 2,690 | 3,979 | - | - | - | - | - |
| Operating grants and contributions | 9,226 | 30,324 | 30,525 | 18,184 | 17,826 | 18,251 | 8,145 | 2,848 | 1,657 | 1,913 |
| Capital grants and contributions | 210 | 745 | 228 | 3,462 | 25 | 7 | 1,563 | 6,792 | 5,171 | 3,495 |
| Total governmental activities | <u>23,136</u> | <u>40,832</u> | <u>38,140</u> | <u>25,249</u> | <u>22,675</u> | <u>19,513</u> | <u>11,114</u> | <u>12,114</u> | <u>20,779</u> | <u>9,850</u> |
| Business-type activities | | | | | | | | | | |
| Charges for services | | | | | | | | | | |
| Passenger fares | 5,108 | 5,615 | 5,717 | 5,909 | 5,978 | 6,176 | 5,959 | 5,917 | 5,738 | 6,025 |
| Bus advertising | 262 | 264 | 190 | 181 | 206 | 216 | 277 | 347 | 422 | 436 |
| Rental income | 357 | 435 | 458 | 455 | 421 | 460 | 460 | 434 | 437 | 463 |
| Miscellaneous | - | - | - | - | - | - | - | - | - | 105 |
| Operating grants and contributions | 4,320 | 4,088 | 4,826 | 3,618 | 3,404 | 3,499 | 3,989 | 3,483 | 9,814 | 7,476 |
| Capital grants and contributions | 12,935 | 7,848 | 9,882 | 3,813 | 980 | 4,147 | 5,463 | 4,580 | 15,279 | 10,809 |
| Total business-type activities | <u>22,982</u> | <u>18,250</u> | <u>21,073</u> | <u>13,976</u> | <u>10,989</u> | <u>14,498</u> | <u>16,148</u> | <u>14,761</u> | <u>31,690</u> | <u>25,314</u> |
| Total program revenues | <u>\$ 46,118</u> | <u>\$ 59,082</u> | <u>\$ 59,213</u> | <u>\$ 39,225</u> | <u>\$ 33,664</u> | <u>\$ 34,011</u> | <u>\$ 27,262</u> | <u>\$ 26,875</u> | <u>\$ 52,469</u> | <u>\$ 35,164</u> |
| Expenses | | | | | | | | | | |
| Governmental activities | | | | | | | | | | |
| Streets and highways | \$ 39,637 | \$ 118,730 | \$ 101,901 | \$ 83,266 | \$ 67,542 | \$ 106,986 | \$ 91,016 | \$ 85,851 | \$ 89,240 | \$ 64,868 |
| Transportation services | 9,949 | 10,348 | 9,279 | 8,136 | 7,403 | 7,372 | 7,387 | 6,894 | 7,344 | 7,998 |
| Regional Road Impact Fees | 2,727 | 5,154 | 6,515 | 3,036 | 2,067 | - | - | - | - | - |
| Metropolitan planning | 2,653 | 2,226 | 2,519 | 3,221 | 2,707 | 3,759 | 2,803 | 3,452 | 2,122 | 2,100 |
| Interest and fiscal charges | 18,685 | 19,284 | 19,586 | 19,867 | 20,134 | 20,351 | 14,066 | 12,584 | 10,493 | 5,320 |
| Total governmental activities | <u>73,651</u> | <u>155,743</u> | <u>139,802</u> | <u>117,526</u> | <u>99,853</u> | <u>138,468</u> | <u>115,272</u> | <u>108,781</u> | <u>109,199</u> | <u>80,286</u> |
| Business-type activities | | | | | | | | | | |
| Public transportation | 39,282 | 31,465 | 31,251 | 30,307 | 30,202 | 30,411 | 30,110 | 29,761 | 30,639 | 29,520 |
| Total expenses | <u>\$ 112,933</u> | <u>\$ 187,208</u> | <u>\$ 171,053</u> | <u>\$ 147,833</u> | <u>\$ 130,055</u> | <u>\$ 168,879</u> | <u>\$ 145,382</u> | <u>\$ 138,542</u> | <u>\$ 139,838</u> | <u>\$ 109,806</u> |
| Net expenses | | | | | | | | | | |
| Governmental activities | \$ (50,515) | \$ (114,910) | \$ (101,661) | \$ (92,277) | \$ (77,178) | \$ (118,955) | \$ (104,158) | \$ (96,667) | \$ (88,420) | \$ (70,436) |
| Business-type activities | (16,300) | (13,215) | (10,178) | (16,331) | (19,213) | (15,913) | (13,962) | (15,000) | 1,051 | (4,206) |
| Total net expense | <u>\$ (66,814)</u> | <u>\$ (128,125)</u> | <u>\$ (111,839)</u> | <u>\$ (108,608)</u> | <u>\$ (96,391)</u> | <u>\$ (134,868)</u> | <u>\$ (118,120)</u> | <u>\$ (111,667)</u> | <u>\$ (87,369)</u> | <u>\$ (74,642)</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITION - CONTINUED

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|---|-------------------|--------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| General revenues and other changes in net position | | | | | | | | | | |
| Governmental activities | | | | | | | | | | |
| Motor vehicle fuel tax | \$ 86,738 | \$ 81,180 | \$ 75,058 | \$ 68,015 | \$ 58,934 | \$ 49,575 | \$ 41,828 | \$ 35,319 | \$ 29,385 | \$ 21,835 |
| Public transportation tax | 11,650 | 9,806 | 8,989 | 9,932 | 8,414 | 8,786 | 8,459 | 7,726 | 4,250 | 1,170 |
| Regional Road Impact fees | - | - | - | - | - | 8,165 | 8,598 | - | - | - |
| Unrestricted investment earnings | 3,266 | 465 | 235 | 1,971 | 779 | 909 | 207 | 1,085 | 556 | 631 |
| Miscellaneous revenue | 990 | 162 | (260) | 193 | 12 | 246 | 3 | 55 | 150 | 59 |
| Gain (loss) on disposal of capital assets | 19 | 8 | 4 | 9 | - | 2 | 10 | - | - | 5 |
| Transfers | 210 | 300 | 218 | 184 | 188 | 308 | (561) | 338 | 246 | 4,193 |
| Total governmental activities | <u>102,874</u> | <u>91,922</u> | <u>84,244</u> | <u>80,304</u> | <u>68,327</u> | <u>67,991</u> | <u>58,544</u> | <u>44,523</u> | <u>34,587</u> | <u>27,893</u> |
| Business-type activities | | | | | | | | | | |
| Public transportation tax | 20,274 | 21,278 | 17,837 | 16,661 | 16,270 | 14,231 | 12,927 | 12,472 | 15,182 | 17,851 |
| Investment earnings | 545 | 65 | 34 | 304 | 134 | 172 | 35 | 321 | 71 | 191 |
| Miscellaneous revenue | 134 | 30 | 43 | 114 | 18 | 44 | 15 | 30 | 923 | - |
| Gain (loss) on disposal of capital assets | 18 | - | 6 | (12) | 10 | 14 | 38 | 3 | 2 | 462 |
| Transfers | (210) | (300) | (218) | (184) | (188) | (308) | 561 | (338) | (246) | (4,193) |
| Total business-type activities | <u>20,761</u> | <u>21,074</u> | <u>17,701</u> | <u>16,883</u> | <u>16,244</u> | <u>14,153</u> | <u>13,576</u> | <u>12,488</u> | <u>15,932</u> | <u>14,311</u> |
| Total primary government | <u>\$ 123,635</u> | <u>\$ 112,996</u> | <u>\$ 101,945</u> | <u>\$ 97,187</u> | <u>\$ 84,571</u> | <u>\$ 82,144</u> | <u>\$ 72,120</u> | <u>\$ 57,011</u> | <u>\$ 50,519</u> | <u>\$ 42,204</u> |
| Change in net position | | | | | | | | | | |
| Governmental activities | \$ 52,359 | \$ (22,989) | \$ (17,417) | \$ (11,973) | \$ (8,851) | \$ (50,964) | \$ (45,614) | \$ (52,144) | \$ (53,833) | \$ (42,543) |
| Business-type activities | 4,461 | 7,859 | 7,523 | 552 | (2,969) | (1,760) | (386) | (2,512) | 16,983 | 10,106 |
| Total primary government | <u>\$ 56,820</u> | <u>\$ (15,130)</u> | <u>\$ (9,894)</u> | <u>\$ (11,421)</u> | <u>\$ (11,820)</u> | <u>\$ (52,724)</u> | <u>\$ (46,000)</u> | <u>\$ (54,656)</u> | <u>\$ (36,850)</u> | <u>\$ (32,437)</u> |

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

FUND BALANCES OF GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 ² | 2018 ² | 2017 ² | 2016 ² | 2015 ² | 2014 ² | 2013 ² | 2012 ² | 2011 ² | 2010 ¹ |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| General fund | | | | | | | | | | |
| Nonspendable | \$ 307 | \$ 304 | \$ 271 | \$ 221 | \$ 170 | \$ 192 | \$ 182 | \$ 201 | \$ 146 | \$ - |
| Restricted | 87,463 | 58,704 | 88,510 | 112,912 | 136,930 | 153,058 | 215,711 | 93,225 | 149,515 | - |
| Reserved | - | - | - | - | - | - | - | - | - | 126,092 |
| Total general fund | <u>\$ 87,770</u> | <u>\$ 59,008</u> | <u>\$ 88,781</u> | <u>\$ 113,133</u> | <u>\$ 137,100</u> | <u>\$ 153,250</u> | <u>\$ 215,893</u> | <u>\$ 93,426</u> | <u>\$ 149,661</u> | <u>\$ 126,092</u> |
| All other governmental funds | | | | | | | | | | |
| Nonspendable | \$ 218 | \$ 374 | \$ 384 | \$ 133 | \$ 124 | \$ 199 | \$ 157 | \$ 219 | \$ 135 | \$ - |
| Restricted | 46,108 | 56,434 | 53,622 | 57,689 | 52,882 | 50,645 | 43,973 | 38,044 | 42,680 | - |
| Assigned | 2,767 | 1,543 | 2,234 | 381 | 2,914 | 2,360 | 1,074 | 535 | - | - |
| Unassigned | - | - | - | (541) | - | - | - | (274) | (277) | - |
| Reserved | - | - | - | - | - | - | - | - | - | 6,397 |
| Total all other governmental funds | <u>\$ 49,093</u> | <u>\$ 58,350</u> | <u>\$ 56,240</u> | <u>\$ 57,662</u> | <u>\$ 55,920</u> | <u>\$ 53,204</u> | <u>\$ 45,204</u> | <u>\$ 38,524</u> | <u>\$ 42,538</u> | <u>\$ 6,397</u> |

¹ The increase in reserved fund balance in the general fund was due to the issuance of the Series 2009, Series 2010, and Series 2013 Bonds used to finance the costs of constructing and maintaining certain streets and highways in the County. See Note I & J.

² RTC has chosen to present fund balances prospectively in accordance with the implementation of GASB No. 54.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|--|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|--------------------|------------------|-------------------|
| Revenues | | | | | | | | | | |
| Motor vehicle fuel tax | \$ 86,738 | \$ 81,180 | \$ 75,058 | \$ 68,015 | \$ 58,934 | \$ 49,575 | \$ 41,828 | \$ 35,319 | \$ 29,385 | \$ 21,835 |
| Public transportation tax | 11,650 | 9,806 | 8,989 | 9,932 | 8,414 | 8,786 | 8,459 | 7,726 | 4,250 | 1,170 |
| Impact fees | 4,831 | 5,550 | 4,492 | 2,690 | 3,979 | 8,165 | 8,598 | 596 | 11,226 | 1,076 |
| Passenger fares | 423 | 426 | 413 | 639 | 651 | 636 | 693 | 683 | 686 | 680 |
| Investment income | 3,266 | 465 | 235 | 1,971 | 779 | 909 | 207 | 1,085 | 556 | 631 |
| Reimbursements | 7,628 | 3,605 | 2,467 | 233 | 161 | 644 | 716 | 1,168 | 2,162 | 2,856 |
| Planning, operating and capital grants | 9,982 | 34,534 | 28,970 | 19,928 | 18,711 | 17,919 | 12,125 | 5,866 | 5,118 | 5,123 |
| Miscellaneous income | 1,005 | 237 | (160) | 340 | 253 | 531 | 213 | 263 | 380 | 362 |
| Total revenues | 125,524 | 135,803 | 120,465 | 103,748 | 91,882 | 87,165 | 72,839 | 52,706 | 53,763 | 33,733 |
| Expenditures | | | | | | | | | | |
| Streets and highways | 51,626 | 124,837 | 107,873 | 85,286 | 69,386 | 106,872 | 90,760 | 85,533 | 89,024 | 64,521 |
| Transportation services | 8,659 | 9,032 | 7,817 | 7,158 | 6,700 | 6,526 | 6,247 | 5,945 | 6,358 | 6,712 |
| Metropolitan planning | 2,653 | 2,226 | 2,402 | 3,167 | 2,649 | 3,672 | 2,725 | 3,357 | 2,043 | 2,032 |
| Capital outlay | 1,856 | 242 | 1,663 | 3,841 | 43 | 9 | 1,898 | 124 | 711 | 814 |
| Debt service | | | | | | | | | | |
| Principal | 2,303 | 7,603 | 6,604 | 6,309 | 6,096 | 5,997 | 5,788 | 5,438 | - | 2,000 |
| Interest | 19,446 | 19,790 | 20,059 | 20,362 | 20,584 | 19,156 | 12,497 | 13,223 | 7,662 | 2,458 |
| Debt service fees & fiscal charges | 1,022 | 45 | 42 | 42 | 46 | 34 | 36 | 22 | 886 | 2,504 |
| Total expenditures | 87,566 | 163,776 | 146,459 | 126,165 | 105,504 | 142,266 | 119,951 | 113,642 | 106,684 | 81,041 |
| EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES | 37,958 | (27,973) | (25,994) | (22,417) | (13,622) | (55,101) | (47,112) | (60,936) | (52,921) | (47,308) |
| Other financing sources (uses) | | | | | | | | | | |
| Transfers in (out) | 210 | 300 | 217 | 184 | 188 | 308 | 225 | 338 | 246 | 4,193 |
| Debt issuance ¹ | 183,235 | - | - | - | - | - | 165,000 | - | 90,000 | 179,567 |
| Bond premium | 22,507 | - | - | - | - | - | 11,023 | - | 340 | 162 |
| Bond discount | - | - | - | - | - | - | - | - | - | (155) |
| Payment to refunded bond escrow agent | (224,426) | - | - | - | - | - | - | - | - | - |
| Sale of capital assets | 19 | 8 | 4 | 9 | - | 2 | 10 | - | - | 5 |
| Total other financing sources (uses) | (18,454) | 308 | 221 | 193 | 188 | 310 | 176,258 | 338 | 90,586 | 183,772 |
| NET CHANGE IN FUND BALANCES | \$ 19,504 | \$ (27,664) | \$ (25,773) | \$ (22,224) | \$ (13,434) | \$ (54,791) | \$ 129,146 | \$ (60,598) | \$ 37,665 | \$ 136,464 |
| DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES | 26.6% | 16.8% | 18.4% | 21.8% | 25.3% | 17.7% | 15.5% | 16.5% | 8.1% | 8.7% |

¹ Proceeds from the issuance of debt are detailed in Note I & J.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REVENUES BY SOURCE, GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)

| Fiscal Year | Motor Vehicle Fuel Tax | Regional Road Impact Fee Credits¹ | Regional Road Impact Fees | Public Transportation Tax | Total |
|--------------------|-------------------------------|---|----------------------------------|----------------------------------|----------------|
| 2019 | \$ 86,738,311 | \$ - | \$ 4,830,616 | \$ 11,650,266 | \$ 103,219,193 |
| 2018 | 81,179,894 | 714,512 | 4,835,052 | 9,805,973 | 96,535,431 |
| 2017 | 75,058,070 | 452,098 | 4,039,431 | 8,989,017 | 88,538,616 |
| 2016 | 68,015,031 | - | 2,690,468 | 9,932,269 | 80,637,768 |
| 2015 | 58,934,179 | 953,787 | 3,025,633 | 8,414,074 | 71,327,673 |
| 2014 | 49,574,968 | 6,790,650 | 1,374,381 | 8,786,166 | 66,526,165 |
| 2013 | 41,827,886 | 7,470,788 | 1,126,781 | 8,459,319 | 58,884,774 |
| 2012 | 35,318,650 | 346,025 | 249,938 | 7,726,463 | 43,641,076 |
| 2011 | 29,385,293 | 10,730,150 | 496,279 | 4,250,000 | 44,861,722 |
| 2010 | 21,834,666 | 625,828 | 450,167 | 1,170,088 | 24,080,749 |
| <u>Change</u> | | | | | |
| 2010-2019 | 297.3% | -100.0% | 973.1% | 895.7% | 328.6% |

¹ Regional Road Impact Fee Credits are non-cash revenue

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REVENUES BY SOURCE, PROPRIETARY FUNDS

Last ten fiscal years
(Accrual basis of accounting)

| Fiscal Year | Public Transportation Tax | Passenger Fares¹ | Federal Operating Government Grant | Bus Advertising | Investment Income | Miscellaneous⁴ | Total |
|--------------------|----------------------------------|------------------------------------|---|------------------------|--------------------------|----------------------------------|---------------|
| 2019 | \$ 20,274,451 | \$ 5,108,047 | \$ 4,320,161 | \$ 261,659 | \$ 544,930 | \$ 508,491 | \$ 31,017,739 |
| 2018 | 21,278,436 | 5,614,832 | 4,088,110 | 264,091 | 65,488 | 465,798 | 31,776,755 |
| 2017 | 17,836,832 | 5,716,864 | 4,825,788 | 190,455 | 33,843 | 505,727 | 29,109,509 |
| 2016 | 16,661,346 | 5,908,612 | 3,618,038 | 181,404 | 303,719 | 556,570 | 27,229,689 |
| 2015 | 16,270,368 | 5,977,902 | 3,403,457 | 206,391 | 134,063 | 448,611 | 26,440,792 |
| 2014 | 14,230,831 | 6,175,971 | 3,498,641 | 216,345 | 172,261 | 517,092 | 24,811,141 |
| 2013 | 12,926,595 | 5,959,133 | 3,989,322 | 277,131 | 35,051 | 512,661 | 23,699,893 |
| 2012 | 12,472,313 | 5,916,656 | 3,482,964 | 347,714 | 320,859 | 466,834 | 23,007,340 |
| 2011 | 15,182,174 | 5,738,460 | 9,814,365 | 422,428 | 70,699 | 1,361,740 ³ | 32,589,866 |
| 2010 | 17,851,440 | 6,024,823 | 7,476,152 | 435,904 | 191,250 | 1,030,407 ² | 33,009,976 |
| Change | | | | | | | |
| 2010-2019 | 13.6% | -15.2% | -42.2% | -40.0% | 184.9% | -50.7% | -6.0% |

¹ October 6, 2018 Passenger Fare Changes:

* All U.S. Veteran riders qualify for reduced fare; Single ride disabled decreased from \$1.00 to \$0.75; 7-Day full fare pass decreased from \$19.50 to \$14.50; 7-Day regular fare pass decreased from \$9.75 to \$6.00; Single ride RTC ACCESS ID increased from \$0.50 to \$0.75; Transfers were eliminated; 31-Day Disabled pass increased from \$26.00 to \$32.50; 24-Hour pass discontinued; One Day pass expires at midnight.

* Effective 7/1/2014, RTC RIDE and RTC RAPID prepaid passes were reduced by 7%. RTC INTERCITY fare was increased by 25%.

RTC Sierra Spirit implemented a 25-cent regular fare and 10-cent reduced fare. RTC ACCESS on RTC RIDE 10-ride pass was reduced from \$5 to \$4.

² Includes FTA residual value of \$426,604 on the Citicenter property sold to the City of Reno. The residual value was applied towards the 4th Street Station construction.

³ Includes NV Energy Incentive Program & Sure Bet Program rebate of \$815,340 for Solar, Lighting, and HVAC ARRA grant projects.

⁴ Includes rental income and gain on sale of assets.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**PRINCIPAL REGIONAL ROAD IMPACT FEE CREDIT RECIPIENTS¹
YEARS 2019 AND 2010**

Last ten fiscal years

| Certificate Holders | 2019 | | | 2010 | | |
|--|--------------------------------------|------|------------------|--------------------------------------|------|------------------|
| | Value of Waivers Issued ³ | Rank | % of Total Value | Value of Credits Issued ² | Rank | % of Total Value |
| Nevada Tri-Partners, LLC | \$ - | - | 0.0% | \$ 392,338 | 1 | 62.7% |
| Pyramid Hwy. & Robert Banks Blvd. | - | - | 0.0% | 133,490 | 2 | 21.3% |
| Spanish Springs Associates | - | - | 0.0% | 100,000 | 3 | 16.0% |
| Total Ten Largest Credit Recipients | \$ - | | 0.0% | \$ 625,828 | | 100.0% |
| Total Impact Fee Credits Issued | \$ - | | 0.0% | \$ 625,828 | | 100.0% |

- ¹ Any person, except a unit of government, who constructs all or part of a capital improvement included in the Regional CIP or offers a dedication of land may apply for a Regional Road Impact Fee Credit/Waiver. RRIF Credits measured in Vehicle Miles Traveled (VMT) were issued prior to 3/2/2015. RRIF Waivers, replaced the RRIF Credit program in 2015, and are measured in dollars. The RTC RRIF Administrator determines which capital improvements and/or right-of-way dedications are eligible for Credits/Waivers. RRIF Credits and Waivers are managed in an online RRIF Automation account.
- ² RRIF Credits may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Benefit District where they were earned. RRIF Credits transferred to a 3rd Party can be used to pay up to 100% of impact fees owed within the Development of Record where they were earned and up to 50% of the impact fees owed outside the Development of Record, but within the Benefit District. RRIF Credits may not be used outside the Benefit District where the RRIF Credits were earned. Unused RRIF Credits expire twenty years from the date of approval of the Capital Contribution Front Ending Agreement (CCFEA). In 2017, a one-time offer to extend the expiration date for an additional 10 years was given to existing credit holders.
- ³ RRIF Waivers may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Development of Record and do not expire. RRIF Waivers transferred to a 3rd Party can be used to pay up to 100% of the impact fees owed within the Development of Record where they were earned. RRIF Waivers may not be used outside the Development of Record. The impact fees owed using RRIF Waivers are based on the fee schedule in effect at the time of the RRIF Offset Agreement for the land uses identified in the agreement. Impact fees owed for any changes to the original land use will be assessed at the current impact fee rate.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

VEHICLE MILES TRAVELED (VMT) UNITS¹

Last ten fiscal years

| | 2019 | 2018 | 2017 | 2016³ | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|---|-------------|--------------|--------------|-------------------------|--------------|---------------|---------------|--------------|---------------|--------------|
| Total VMT units issued in Reno ² | - | 2,135 | 1,546 | - | 6,885 | 21,440 | 27,454 | 500 | 42,931 | - |
| Total VMT units issued outside Reno | - | - | - | - | - | 17,984 | 27,018 | 1,047 | 34,808 | 4,875 |
| Total VMT units | - | 2,135 | 1,546 | - | 6,885 | 39,424 | 54,472 | 1,547 | 77,739 | 4,875 |

¹ Any person, except a unit of government, who constructs all or part of a capital improvement included in the Regional CIP or offers a dedication of land may apply for a Regional Road Impact Fee Credit/Waiver. RRIF Credits measured in Vehicle Miles Traveled (VMT) were issued prior to 3/2/2015. RRIF Waivers, replaced the RRIF Credit program in 2015, and are measured in dollars. The RTC RRIF Administrator determines which capital improvements and/or right-of-way dedications are eligible for Credits/Waivers. RRIF Credits and Waivers are managed in an online RRIF Automation account.

² Prior to 2014, impact fees were slightly lower in the City of Reno. Impact Fees were discounted to account for additional payments made by new development within the City of Reno to pay for outstanding debt on Reno's 1985 and 1989 bond issues which were used for road capital improvements and improvements on existing roadways. The City of Sparks and Washoe County had no outstanding debt for road improvements. Beginning 2014, the bonds were paid off.

³ Beginning 2016, VMTs shown represent the RRIF Waivers issued. RRIF Waivers are issued in dollars and are converted to Vehicle Miles Traveled (VMTs) based on the impact fee rate in effect as of the date of the RRIF Offset Agreement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

DIRECT AND OVERLAPPING TAX RATES

Last ten fiscal years

| Fiscal Year | RTC Direct Sales Tax Rate ¹ | Washoe County Sales Tax Rate | RTC Direct Vehicle Fuel Tax Rate ² | Annual RTC Direct Vehicle Fuel Tax Index Incr. ³ | Washoe County Vehicle Fuel Tax Rate | Annual Washoe County Vehicle Fuel Tax Index Incr. ³ | RTC Direct Impact Fee in Reno Rate ⁴ | RTC Direct Impact Fee Outside Reno Rate | RTC Direct Impact Fee in North Area Rate ⁵ | RTC Direct Impact Fee in South Area Rate ⁵ |
|-------------|--|------------------------------|---|---|-------------------------------------|--|---|---|---|---|
| 2019 | 0.375% | 8.265% | \$ 0.3829 | \$ 0.0145 | \$ 0.5010 | \$ 0.0168 | N/A | N/A | \$267.58/VMT | \$303.11/VMT |
| 2018 | 0.375% | 8.265% | 0.3684 | 0.0155 | 0.4842 | 0.0179 | N/A | N/A | 262.69/VMT | 297.58/VMT |
| 2017 | 0.375% | 7.725% | 0.3529 | 0.0239 | 0.4663 | 0.0403 | N/A | N/A | 262.69/VMT | 297.58/VMT |
| 2016 | 0.375% | 7.725% | 0.3289 | 0.0348 | 0.4386 | 0.0403 | N/A | N/A | 258.20/VMT | 292.50/VMT |
| 2015 | 0.375% | 7.725% | 0.2942 | 0.0378 | 0.3983 | 0.0438 | N/A | N/A | 253.39/VMT | 287.05/VMT |
| 2014 | 0.375% | 7.725% | 0.2564 | 0.0366 | 0.3546 | 0.0423 | \$216/VMT | \$227/VMT | | |
| 2013 | 0.375% | 7.725% | 0.2198 | 0.0323 | 0.3123 | 0.0374 | 216/VMT | 227/VMT | | |
| 2012 | 0.375% | 7.725% | 0.1875 | 0.0264 | 0.2749 | 0.0305 | 216/VMT | 227/VMT | | |
| 2011 | 0.375% | 7.725% | 0.1611 | 0.0261 | 0.2443 | 0.0302 | 216/VMT | 227/VMT | | |
| 2010 | 0.375% | 7.725% | 0.1350 | 0.0294 | 0.2141 | 0.0339 | 216/VMT | 227/VMT | | |

¹ The RTC's sales tax rate may only be changed with the approval of the Board of County Commissioners and enacted State legislation. Effective November 1, 1982, the Board of County Commissioners imposed a sales tax of 1/4 cent for mass transit or the construction of public roads. Effective July 1, 2003, the Board of County Commissioners imposed an additional 1/8 cent sales tax.

² The RTC's motor vehicle fuel tax rate may only be changed with the approval of the Board of County Commissioners and enacted State legislation. In 1965, a \$0.01 per gallon fuel tax was levied for the purpose of constructing and improving the street and highway transportation facilities within Washoe County. In 1971, it was increased to \$0.02 per gallon and in 1982 to \$0.04 per gallon. In April of 1994, a temporary additional \$0.05 per gallon was approved then made permanent in September of 1995. Reference note 3 below. Annual rates reflect year-to-year cumulative indexing.

³ Effective October 1, 2003, the Board of County Commissioners approved fuel tax indexing which imposed additional new taxes on motor vehicle fuel. On the first day of each fiscal year, motor vehicle fuel tax was increased by (i) the lesser of 4.5 percent or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years. At the November 2008 election, County voters approved RTC5 and the State Legislature enacted the bill which revised the indexing provisions for the 9-cent motor vehicle fuel tax. The county was thereby authorized to impose additional taxes on motor vehicle fuel and special fuels for the benefit of the Commission, and provided for annual increases in such taxes to be calculated using a formula based on (i) the lesser of 7.8% or (ii) a rolling 10-year average of the changes in the Producer Price Index for Street and Highway Construction. The PPI adjustments were imposed on the CPI adjusted rate of 10.5621 cents per gallon. The PPI adjusted rate went into effect with April 2010 fuel tax collections. Rates shown reflect the annual change in the index.

⁴ The imposition of an impact fees for the construction of new roads and to make capacity improvements is established by State legislation. RTC impact fee rates may only be changed with the approval of ordinances adopted by all participating local governments. The 2003 passage of WC-2 allowed for the indexing of impact fee and NRS 278B.225 was established to allow automatic inflationary adjustments to the fees. Rates shown are based on a single-family detached home.

⁵ Effective March 2, 2015 the 5th edition of the Regional Road Impact Fee System General Administrative Manual (GAM) was adopted. Service areas were modified to North and South as shown in Exhibit B of the GAM. Impact fee rates shown are based on Exhibit H of the GAM.

Source: Nevada Department of Taxation and Regional Transportation Commission

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

RATIOS OF OUTSTANDING DEBT BY TYPE

Last ten fiscal years
(Amounts expressed in thousands)

| | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Governmental activities | | | | | | | | | | |
| Revenue bonds | \$ 346,612 | \$ 390,732 | \$ 398,335 | \$ 404,939 | \$ 411,248 | \$ 417,344 | \$ 423,341 | \$ 264,129 | \$ 269,567 | \$ 179,567 |
| Line of credit | - | - | - | - | - | - | - | - | - | - |
| Less Deferred amounts | | | | | | | | | | |
| Bond Premium | 22,016 | 9,180 | 9,558 | 9,937 | 10,316 | 10,694 | 11,137 | 308 | 425 | 153 |
| Bond Discount | (9) | (25) | (41) | (56) | (72) | (88) | (103) | (119) | (135) | (151) |
| Total primary government | \$ 368,619 | \$ 399,887 | \$ 407,852 | \$ 414,820 | \$ 421,492 | \$ 427,950 | \$ 434,375 | \$ 264,318 | \$ 269,857 | \$ 179,569 |
| Percentage of personal income | 1.4424% | 1.7733% | 1.9179% | 2.0571% | 2.2094% | 2.2724% | 2.2131% | 1.4157% | 1.4876% | 1.0314% |
| Per capita | \$ 0.79 | \$ 0.86 | \$ 0.89 | \$ 0.92 | \$ 0.95 | \$ 0.98 | \$ 1.00 | \$ 0.61 | \$ 0.63 | \$ 0.43 |

Details regarding the RTC's outstanding debt can be found in the notes to the financial statements. See the Schedule of Demographic and Economic Statistics on page 113 for personal income and population data.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**COMPUTATION OF GENERAL OBLIGATION
DIRECT AND OVERLAPPING DEBT**

**As of June 30, 2019
(amounts expressed in thousands)**

| Name of Governmental Unit | Debt Outstanding | Presently Self-Supporting Debt | Percent Applicable to Washoe County¹ | Applicable Net Debt |
|--|-----------------------------|---|--|--------------------------------|
| Direct ² | | | | |
| Regional Transportation Commission | | | | |
| Revenue bonds ³ | \$ 346,612 | \$ 346,612 | 0% | \$ 346,612 |
| Total Direct Debt | <u>346,612</u> | <u>346,612</u> | | <u>346,612</u> |
| Overlapping | | | | |
| Washoe County School District | 709,722 | - | 100% | 709,722 |
| Reno-Sparks Convention & Visitors Authority | 103,587 | 103,587 | 100% | - |
| City of Reno | 41,780 | - | 100% | 41,780 |
| City of Reno supported by specific revenue | 357,096 | 357,096 | 100% | - |
| City of Reno - Special Assessment bonds ⁴ | 10,916 | 10,916 | 100% | - |
| City of Sparks - Sewer and Utility bonds | 37,567 | 37,567 | 100% | - |
| Incline Village General Improvement District | 6,967 | 6,967 | 100% | - |
| State of Nevada | 1,358,070 | 296,840 | 14.09% | 154,833 |
| Total Overlapping Debt | <u>2,625,705</u> | <u>812,973</u> | | <u>906,335</u> |
| Total Direct and Overlapping debt | <u>\$ 2,972,317</u> | <u>\$ 1,159,585</u> | | <u>\$ 1,252,947</u> |

¹ Based on FY 2017-18 assessed valuation in the respective jurisdiction.

² Includes all governmental debt activities and amounts are net of related discounts, premiums and deferred refunding charges.

³ Revenue bonds are not general obligation, but are special limited obligation of the County payable solely from the pledged revenue.

⁴ Special assessment bonds are not general obligations of Washoe County, or of the Cities of Reno and Sparks. If however, the special assessments collected, with all other available resources were insufficient to meet debt service requirements on these bonds, the respective bond ordinances require that the deficiency be made up with the governments' general funds.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

PLEGGED REVENUE BOND COVERAGE AND LIMITATIONS

Last ten fiscal years

| Debt Service | | | Motor Vehicle Fuel Tax ¹ | | | | Public Transportation Tax ³ | Limitations ⁴ | Bond Coverage ⁵ | | |
|--------------|--------------|---------------|-------------------------------------|-----------------------------|--------------------------|-------------------------------------|--|------------------------------------|----------------------------|------------------------|-----------------|
| Fiscal Year | Principal | Interest | Total Debt Service | RTC 9¢ + Index ² | Washoe County 5.35¢ + 1¢ | Total Net Pledged Fuel Tax Revenues | Total Net Pledged Public Transportation Tax Revenues | Revenues in Excess of Debt Service | Bond Coverage Actual | Bond Coverage Required | Excess Coverage |
| 2019 | \$ 2,303,000 | \$ 19,445,659 | \$ 21,748,659 | \$ 86,738,311 | N/A | \$ 86,738,311 | \$ 10,450,532 | \$ 75,440,184 | 399% | 200% | 199% |
| 2018 | 7,603,000 | 19,789,748 | 27,392,748 | 81,179,894 | N/A | 81,179,894 | 10,211,947 | 63,999,093 | 296% | 125% | 171% |
| 2017 | 6,604,000 | 20,058,757 | 26,662,757 | 75,058,070 | N/A | 75,058,070 | 9,378,033 | 57,773,346 | 282% | 125% | 157% |
| 2016 | 6,309,000 | 20,362,279 | 26,671,279 | 68,015,031 | N/A | 68,015,031 | 8,864,538 | 50,208,290 | 255% | 125% | 130% |
| 2015 | 6,096,000 | 20,584,244 | 26,680,244 | 58,934,179 | N/A | 58,934,179 | 8,228,147 | 40,482,082 | 221% | 125% | 96% |
| 2014 | 5,997,000 | 19,156,381 | 25,153,381 | 49,574,968 | N/A | 49,574,968 | 7,672,332 | 32,093,919 | 197% | 125% | 72% |
| 2013 | 5,788,000 | 12,496,721 | 18,284,721 | 41,827,886 | N/A | 41,827,886 | 7,128,638 | 30,671,803 | 229% | 125% | 104% |
| 2012 | 5,438,000 | 13,222,764 | 18,660,764 | 35,318,650 | N/A | 35,318,650 | 6,732,925 | 23,390,811 | 189% | 125% | 64% |
| 2011 | - | 7,661,705 | 7,661,705 | 29,385,293 | N/A | 29,385,293 | 6,477,392 | 28,200,980 | 368% | 125% | 243% |
| 2010 | - | 2,415,291 | 2,415,291 | 20,775,496 | N/A | 20,775,496 | N/A | 18,360,205 | 860% | 125% | 735% |

¹ The amounts of these taxes have increased over the years. In 1977, the rates were 2¢ and 1½¢. In 1982, these were raised to 4¢ and 1½¢. In 1983, they were increased again to the level of 4¢ and 3¢. In 1986 the 3¢ motor vehicle fuel tax previously distributed to the RTC for bond covenant provisions was distributed by the State of Nevada directly to Washoe County and the Cities of Reno and Sparks, as provided for in Chapter 365 of the Nevada Revised Statutes. The 3¢ rate was increased to 4.28¢ in 1988 and 5.35¢ in 1989. In April 1994, the 4¢ was raised to 9¢. In 1983, the 1¢ rate was implemented for Washoe County roads.

² The bond covenant provisions of the 2018 and 2010 Series A,B,C,D,E and F revenue bonds identify as net pledged revenues motor vehicle fuel taxes consisting of the 9¢ per gallon motor vehicle fuel tax together with prior annual increases to that base rate calculated as the lesser of: (i) 4.5% increase or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years. Pursuant to a ballot measure in November 2008 and subsequent enactment of Chapter 501 at the State Legislature, additional taxes were imposed on motor vehicle fuel and special fuels for the benefit of the RTC which provided for annual increases using a formula based on the lesser of (i) 7.8% or (ii) a rolling 10-year average of changes in the Producer Price Index (PPI) for Street and Highway Construction. The PPI rate went into effect January 1, 2010 and is adjusted on July 1, annually.

³ The bond covenant provisions of the 2010 Series H revenue bonds identify as net pledged revenues sales taxes imposed at a rate of one-eighth of one percent (.0125%) and income derived from any additional Sales Tax imposed by the County should the RTC Board choose to include the additional tax in pledged revenues. The RTC Board may elect to include additional taxes in pledged revenues for the remaining term of the 2010H bonds by adoption of a resolution or ordinance to include such tax.

⁴ The following limitations on bond coverage are calculated in these columns:
a. Nevada Revised Statutes 373.130 states that revenues from vehicle fuel tax must be adequate to meet the payment of outstanding debt as it becomes due.
b. Washoe County Bond Ordinance requires that the net pledged revenues derived in any twelve consecutive months of the last eighteen months of fiscal year immediately preceding the date of the issuance of such additional parity securities shall have been at least sufficient to pay an amount equal to 200% of the combined maximum annual principal and interest requirements of the outstanding bonds and any other outstanding parity securities of the County and the parity securities proposed to be issued (excluding any reserves therefore).

⁵ The Actual Bond Coverage and Excess Coverage are calculated as follows:
a. Bond Coverage – Actual is equal to the Total Net Pledged Fuel Tax Revenues divided by Total Debt Service.
b. Excess Coverage is equal to the difference between Bond Coverage – Actual and Bond Coverage – Required.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

DEMOGRAPHIC AND ECONOMIC STATISTICS

Last ten fiscal years
(Dollars Expressed in Thousands)

| Fiscal Year | Population¹ | Personal Income² | Per Capita Personal Income² | Median Age³ | Total Labor Force⁴ | Unemployment Rate (Percent)⁴ | Construction Activity - Total Value⁵ | Number of New Family Units⁵ |
|--------------------|-------------------------------|------------------------------------|---|-------------------------------|--------------------------------------|--|--|---|
| 2019 | 475,596 | \$ 25,556,498 | 55 | 38.0 | 250,005 | 3.6% | \$ 458,823 | 572 |
| 2018 | 467,417 | 22,549,907 | 48 | 37.9 | 239,119 | 4.2% | 345,710 | 481 |
| 2017 | 459,142 | 21,265,239 | 48 | 37.5 | 223,409 | 4.0% | 301,127 | 378 |
| 2016 | 451,248 | 20,164,911 | 51 | 37.5 | 213,923 | 6.4% | 231,742 | 320 |
| 2015 | 444,008 | 19,077,494 | 48 | 37.4 | 213,773 | 6.4% | 246,628 | 255 |
| 2014 | 436,647 | 18,832,669 | 48 | 37.6 | 206,624 | 7.2% | 203,086 | 120 |
| 2013 | 433,731 ⁶ | 19,627,834 ⁶ | 45 ⁶ | 37.6 | 219,550 | 9.8% | 126,468 | 74 |
| 2012 | 429,908 ⁶ | 18,656,484 | 45 ⁶ | 37.0 | 222,532 | 12.3% | 95,876 | 83 |
| 2011 | 424,912 ⁶ | 18,121,519 | 43 | 37.2 | 225,481 | 13.2% | 67,721 | 55 |
| 2010 | 422,029 ⁶ | 17,409,987 | 41 | 37.0 | 221,954 | 13.6% | 55,952 | 36 |

Sources:

- ¹ FY 2010 through FY 2013 Annual population, Data Analysis 2010 US Census-Nevada
Per Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2013
FY 2014: Washoe County Community Development, with projected growth rate applied to the 2010 US Census
FY 2015 - FY 2019 data source: Nevada State Demographer's Office-NV Small Business Development Center
- ² FY 2012 and prior: U.S. Department of Commerce, Bureau of Economic Analysis (BEA)
FY 2013 - FY 2014: Washoe County Community Development Demographic Information
FY 2014 - FY 2019: BEA 2012 Estimate with Compound Annual Growth Rate applied
- ³ FY 2010 - FY 2013: Center for Regional Studies, University of Nevada, Reno
FY 2014 - FY 2019: Trend applied to U.S. Census Bureau 2008-2012 American Community Survey 5-Year Estimates
- ⁴ Total represents the average labor force during the fiscal year. Nevada State Department of Employment, Training and Rehabilitation (DETR)
- ⁵ Washoe County Building and Safety Department
- ⁶ Prior fiscal year information has been restated to reflect actual amounts rather than estimates

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

PRINCIPAL EMPLOYERS

Current year and ten years ago

| Employer | December, 2018 | | | December, 2009 | | |
|---|------------------------|------|---------------------------------------|------------------------|------|---------------------------------------|
| | Employees ¹ | Rank | Percentage of Total County Employment | Employees ¹ | Rank | Percentage of Total County Employment |
| Washoe County School District | 8,750 | 1 | 3.50% | 8,750 | 1 | 4.64% |
| Renown Medical Center ² | 5,000 | 2 | 2.00% | 2,250 | 4 | 1.19% |
| University of Nevada - Reno | 4,750 | 3 | 1.90% | 3,750 | 2 | 1.99% |
| Washoe County | 3,000 | 4 | 1.20% | 2,750 | 3 | 1.46% |
| Peppermill Hotel Casino-Reno | 2,250 | 5 | 0.90% | 2,250 | 6 | 1.19% |
| Grand Sierra Resort & Casino ³ | 2,250 | 6 | 0.90% | - | - | - |
| Silver Legacy Resort Casino | 2,250 | 7 | 0.90% | 2,250 | 7 | 1.19% |
| Atlantis Casino Resort | 1,750 | 8 | 0.70% | 1,750 | 9 | 0.93% |
| International Game Technology PLC | 1,750 | 9 | 0.70% | 2,250 | 5 | 1.19% |
| St. Marys | 1,750 | 10 | 0.70% | - | - | - |
| City of Reno | - | - | - | 1,750 | 8 | 0.93% |
| Eldorado Hotel & Casino | - | - | - | 1,750 | 10 | 0.93% |
| Total Washoe County Covered Employment | 249,828 | | | 188,791 | | |

¹ Nevada Revised Statutes Chapter 612 stipulates that actual employment for individual employers may not be published. The Nevada Department of Employment Training and Rehabilitation publishes employee counts in ranges of 5000. The number of employees are estimated using the midpoint.

² In 2007, Washoe Medical Center became Renown Medical Center.

³ Reno Hilton is now the Grand Sierra Resort & Casino

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

FULL TIME EQUIVALENT GOVERNMENT EMPLOYEES BY DEPARTMENT

Last ten fiscal years

| Department | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Executive | 4.00 | 4.00 | 4.00 | 4.00 | 2.00 | 2.00 | 2.00 | 6.50 | 7.50 | 8.50 |
| Administrative services | 6.75 | 6.75 | 6.75 | 6.75 | 7.25 | 6.50 | 7.50 | 10.50 | 12.00 | 14.50 |
| Marketing/Communications ³ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.00 | 6.00 | 8.00 |
| Finance | 13.50 | 13.00 | 13.00 | 13.00 | 13.00 | 14.00 | 12.00 | 16.00 | 15.00 | 16.00 |
| Engineering/Facilities maintenance ² | 17.50 | 17.00 | 17.00 | 17.00 | 17.00 | 17.00 | 17.00 | 20.00 | 28.00 | 31.25 |
| Metropolitan Planning Organization | 12.50 | 12.50 | 12.50 | 12.50 | 12.50 | 15.00 | 12.00 | 9.00 | 9.00 | 10.50 |
| Public transportation and Operations ¹ | 24.50 | 24.50 | 24.38 | 24.88 | 21.88 | 15.50 | 20.50 | 24.50 | 15.50 | 15.50 |
| Total Budgeted Employees ⁴ | 78.75 | 77.75 | 77.63 | 78.13 | 73.63 | 70.00 | 71.00 | 92.50 | 93.00 | 104.25 |
| Total Actual Employees ⁵ | 70.60 | 65.60 | 64.48 | 65.00 | 65.75 | 59.25 | 64.00 | 66.50 | 73.75 | 84.25 |

¹ In FY2012, Public Transportation department became known as Public Transportation and Operations department.

² In FY 2012, Facilities Maintenance moved from Engineering to Public Transportation and Operations department.

³ In FY 2012, Marketing department was dissolved. Staff moved to Planning and Public Transportation and Operations department.

⁴ Source: RTC Finance Department Budget documents.

⁵ Source: Payroll FTE count as of June 30th.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

RIDE OPERATING STATISTICS

Last ten fiscal years

| Fiscal Year | Fleet Size ¹ | Revenue Miles | Revenue Hours | Passengers | Full Time Equivalent Employees (FTE) | | | Total FTE's |
|-------------|-------------------------|---------------|---------------|------------|--------------------------------------|-----------------------|-------|-------------|
| | | | | | Bus Operators | Maintenance Personnel | Other | |
| 2019 | 77 | 2,837,771 | 256,326 | 7,197,386 | 134.1 | 28.9 | 15.6 | 178.6 |
| 2018 | 75 | 2,825,116 | 247,779 | 7,396,590 | 136.6 | 28.0 | 19.0 | 183.6 |
| 2017 | 69 | 2,875,232 | 253,097 | 7,416,158 | 141.0 | 27.0 | 19.0 | 187.0 |
| 2016 | 72 | 2,887,039 | 252,943 | 7,715,419 | 164.0 | 38.0 | 20.0 | 222.0 |
| 2015 | 81 | 2,888,968 | 252,515 | 8,140,908 | 160.0 | 29.0 | 19.0 | 208.0 |
| 2014 | 82 | 2,871,913 | 251,899 | 8,165,335 | 160.0 | 31.0 | 18.5 | 209.5 |
| 2013 | 82 | 2,817,697 | 249,569 | 8,050,950 | 168.0 | 29.0 | 18.5 | 215.5 |
| 2012 | 82 | 2,851,407 | 252,827 | 7,973,480 | 153.5 | 25.0 | 19.0 | 197.5 |
| 2011 | 92 | 2,878,008 | 251,861 | 7,688,345 | 160.0 | 35.0 | 20.5 | 215.5 |
| 2010 | 79 | 2,931,074 | 246,285 | 7,474,905 | 170.0 | 35.0 | 21.5 | 226.5 |

¹ Includes Peak, Spares, and Contingency.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

ACCESS OPERATING STATISTICS

Last ten fiscal years

| Fiscal Year | Fleet Size ¹ | Revenue Miles | Revenue Hours | Passengers | Full Time Equivalent Employees (FTE) | | | Total FTE's |
|-------------|-------------------------|---------------|---------------|------------|--------------------------------------|-----------------------|----------------------|-------------|
| | | | | | Van Operators | Maintenance Personnel | Operations Personnel | |
| 2019 | 45 | 1,697,800 | 104,718 | 226,913 | 54.4 | 5.0 | 19.3 | 78.7 |
| 2018 | 45 | 1,593,665 | 101,872 | 251,461 | 57.5 | 5.0 | 19.0 | 81.5 |
| 2017 | 54 | 1,376,682 | 85,025 | 231,438 | 40.5 | 4.0 | 14.5 | 59.0 |
| 2016 | 63 | 1,383,323 | 83,112 | 224,812 | 47.5 | 3.0 | 17.0 | 67.5 |
| 2015 | 50 | 1,362,329 | 82,869 | 227,060 | 50.0 | 3.0 | 13.0 | 66.0 |
| 2014 | 50 | 1,378,237 | 84,165 | 239,457 | 43.0 | 5.0 | 12.0 | 60.0 |
| 2013 | 50 | 1,341,109 | 82,637 | 232,776 | 42.0 | 5.0 | 12.0 | 59.0 |
| 2012 | 45 | 1,281,359 | 81,119 | 222,593 | 42.0 | 5.0 | 12.0 | 59.0 |
| 2011 | 45 | 1,220,072 | 80,185 | 213,804 | 45.5 | 5.0 | 14.0 | 64.5 |
| 2010 | 45 | 1,262,611 | 79,611 | 221,609 | 42.0 | 4.0 | 13.0 | 59.0 |

¹ Includes Peak and Spares.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CAPITAL ASSET INFORMATION ¹

As of June 30, 2019

| <u>Facilities</u> | <u>Year ²</u> | <u>2019</u> | <u>2018</u> | <u>2017</u> | <u>2016</u> | <u>2015</u> | <u>2014</u> | <u>2013</u> | <u>2012</u> | <u>2011</u> | <u>2010</u> |
|---|--------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 2050 Villanova Drive, Reno NV 89502 | 1984 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 600 Sutro Street, Reno NV 89512 | 1993 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1105 Terminal Way, Reno NV 89502 | 2000 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1421 Victorian Avenue, Sparks NV 89432 | 2009 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 200 East 4th Street, Reno NV 89501 | 2011 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - |
| <u>Other assets</u> | | | | | | | | | | | |
| Number of RIDE Passenger Shelters ³ | | 132 | 121 | 117 | 116 | 115 | 113 | 111 | 111 | 105 | 106 |
| Number of RIDE revenue vehicles (fleet) ⁴ | | 77 | 75 | 69 | 72 | 81 | 82 | 82 | 81 | 82 | 75 |
| Number of ACCESS revenue vehicles (fleet) ⁴ | | 45 | 45 | 54 | 63 | 50 | 50 | 50 | 45 | 45 | 45 |
| Number of Maintenance & Operation staff vehicles ⁵ | | 20 | 24 | 24 | 25 | 27 | 27 | 29 | 31 | 32 | 33 |

¹ More information about capital assets can be found in the notes to the financial statements.

² Fiscal year facility was acquired or construction completed.

³ Shelter information includes only installed shelters and RAPID stations.

⁴ Revenue vehicles include active fleet only. Active fleet consists of Peak, Spares, and Contingency vehicles.

⁵ Staff vehicles include RIDE, ACCESS, and RTC support vehicles.



COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Regional Transportation Commission, Reno, Sparks, and Washoe County, Nevada (RTC) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise RTC's basic financial statements, and have issued our report thereon dated November 26, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered RTC's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of RTC's internal control. Accordingly, we do not express an opinion on the effectiveness of RTC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether RTC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP
Crowe LLP

Sacramento, California
November 26, 2019

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

Report on Compliance for Each Major Federal Program

We have audited Regional Transportation Commission's, Reno, Sparks and Washoe County, Nevada (RTC's) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of RTC's major federal programs for the year ended June 30, 2019. RTC's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance on RTC's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about RTC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance on the major federal program. However, our audit does not provide a legal determination of RTC's compliance.

Opinion on Each Major Federal Program

In our opinion, RTC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2019.

Report on Internal Control over Compliance

Management of RTC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered RTC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of RTC's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
November 26, 2019

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2019**

| Federal Grantor/Pass-Through Grantor Program Title | Federal C.F.D.A. Number | Grant / Agreement Number | Grant Award Amount | Federal Expenditures 2019 | Amounts Passed through to Subrecipients |
|--|-------------------------------|--|--------------------------|---------------------------------|---|
| <u>U. S. Department of Transportation</u> | | | | | |
| <u>Federal Transit Administration</u> | | | | | |
| Direct Award | | | | | |
| Federal Transit Cluster | | | | | |
| Federal Transit - Capital Investment Grants | 20.500 | #NV-04-0020 | \$ 917,800 | \$ 380,589 | \$ - |
| Federal Transit - Capital Investment Grants | 20.500 | #NV-2016-015 | 6,470,000 | 1,882,792 | - |
| | | Total Capital Investment | 7,387,800 | 2,263,381 | - |
| Direct Award | | | | | |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-90-0074 | 5,782,863 | 57,100 | - |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-90-0078 | 5,775,854 | 40,545 | - |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-95-0013 | 3,800,000 | 1,035,178 | - |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-2016-006 | 6,120,979 | 77,460 | - |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-2017-010 | 12,248,635 | 7,698,416 | - |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-2017-012 | 9,750,000 | 4,653,677 | - |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-2017-013 | 6,375,105 | 614,745 | - |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-2018-012 | 6,691,530 | 3,702,750 | - |
| Federal Transit - Urbanized Area Formula Grant | 20.507 | #NV-2019-018 | 7,117,512 | 381,726 | - |
| | | Total Urbanized Area Formula | 63,662,478 | 18,261,597 | - |
| Direct Award | | | | | |
| Federal Transit - Bus & Bus Facilities Formula Grant | 20.526 | #NV-2016-011 | 616,642 | 103,233 | - |
| | | Total Bus & Bus Facilities Formula | 616,642 | 103,233 | - |
| | | Total Federal Transit Cluster | 71,666,920 | 20,628,211 | - |
| Direct Award | | | | | |
| Transit Services Programs Cluster | | | | | |
| Enhanced Mobility of Seniors and Individuals with Disabilities | 20.513 | #NV-2016-010 | 748,280 | 145,084 | 145,084 |
| Enhanced Mobility of Seniors and Individuals with Disabilities | 20.513 | #NV-2018-013 | 688,863 | 157,107 | 157,107 |
| | | Total Transit Services Programs Cluster | 1,437,143 | 302,191 | 302,191 |

(continued)

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2019**

| Federal Grantor/Pass-Through Grantor Program Title | Federal C.F.D.A. Number | Grant / Agreement Number | Grant Award Amount | Federal Expenditures 2019 | Amounts Passed through to Subrecipients |
|---|-------------------------------|--------------------------------|--------------------------|---------------------------------|---|
| Direct Award | | | | | |
| National Infrastructure Investments | | | | | |
| Surface Transportation Infrastructure - Discretionary Grants for Capital Investments II | 20.933 | #NV-79-0003 | 16,000,000 | 586,079 | - |
| Total National Infrastructure Investments | | | 16,000,000 | 586,079 | - |
| | | | | | |
| Total Federal Transit Administration | | | 89,104,063 | 21,516,481 | 302,191 |
| <u>Federal Highway Administration</u> | | | | | |
| Passed through State of Nevada Department of Transportation | | | | | |
| Highway Planning and Construction Cluster | | | | | |
| Highway Planning and Construction Grant | 20.205 | #PR285-17-063 | 2,660,000 | 884,530 | - |
| Highway Planning and Construction Grant | 20.205 | #P461-07-063 | 9,568,569 | 33,342 | - |
| Highway Planning and Construction Grant | 20.205 | #PR351-12-063 | 27,354,132 | 485,232 | - |
| Highway Planning and Construction Grant | 20.205 | #PR332-16-063 | 950,000 | 299,997 | - |
| Highway Planning and Construction Grant | 20.205 | #PR314-14-063 | 1,282,500 | 183,969 | - |
| Highway Planning and Construction Grant | 20.205 | #PR126-18-804 | 2,699,650 | 975,756 | - |
| Highway Planning and Construction Grant | 20.205 | #P448-15-063 | 940,367 | 25,993 | - |
| Highway Planning and Construction Grant | 20.205 | #PR132-18-063 | 148,738 | 148,738 | - |
| Highway Planning and Construction Grant | 20.205 | #P356-16-063 | 110,277 | 109,066 | - |
| Highway Planning and Construction Grant | 20.205 | #P454-17-063 | 332,500 | 126,160 | - |
| Highway Planning and Construction Grant | 20.205 | #P455-17-063 | 110,277 | 110,277 | - |
| Total Highway Planning and Construction Cluster | | | 46,157,010 | 3,383,060 | - |
| | | | | | |
| Total Federal Highway Administration | | | 46,157,010 | 3,383,060 | - |
| | | | | | |
| TOTAL EXPENDITURES OF FEDERAL AWARDS: | | | \$ 135,261,073 | \$ 24,899,541 | \$ 302,191 |

The notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended June 30, 2019

NOTE A – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the Regional Transportation Commission (RTC) under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the RTC, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the RTC.

RTC received federal awards both directly from federal agencies and indirectly through pass-through entities. Federal financial assistance provided to a subrecipient is treated as an expenditure when it is paid to the subrecipient.

NOTE B – SIGNIFICANT ACCOUNTING POLICIES

Governmental fund types account for the RTC's federal grant activity. Therefore, expenditures in the schedule of expenditures of federal awards are recognized on the accrual basis of accounting. The RTC's summary of significant accounting policies is presented in Note A in the RTC's basic financial statements.

The RTC has not elected to use the 10% de minimis cost rate.

Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Section I – Summary of Auditor’s Results

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

_____ Yes X No

Significant deficiency(ies) identified?

_____ Yes X None reported

Noncompliance material to financial statements noted?

_____ Yes X No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?

_____ Yes X No

Significant deficiency(ies) identified?

_____ Yes X None reported

Type of auditors' report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be Reported in accordance with 2 CFR 200.516(a)?

_____ Yes X No

Identification of major programs:

CFDA Number(s)

Name of Federal Program or Cluster

20.500 / 20.507 / 20.526

Federal Transit Cluster

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

_____ Yes X No

Section II – Financial Statement Findings

None noted.

Section III – Federal Award Findings and Questioned Costs

None noted.



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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 8.1

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Virginia Street Bus RAPID Transit Extension Monthly Progress Update - Plumb to Liberty & Maple to 15th

RECOMMENDATION

Acknowledge receipt of the Virginia Street Bus RAPID Transit (BRT) Extension monthly progress report.

SUMMARY

South Virginia (Midtown) Roadway Reconstruction and BRT Project:

Construction is well underway and on schedule in the South Virginia-Midtown segment of the project. Work during this past reporting period occurring between Plumb Lane and Center Street on Virginia Street.

The section south of Mt. Rose Street was opened back up to two-way traffic. Remaining items of work in this area include construction of the transit station, installation of trees and landscaping, and install of streetlights and signal poles.

The section north of Mt. Rose Street is also progressing well. Demolition began on the west side of the roadway, removing curb, gutter, and sidewalk between Holcomb Avenue and Center Street. This makes way for the new improvements. Through this reporting period, new curb and gutter have been installed along with suspended pavement systems, irrigation components, and new street light infrastructure. Utility work is also underway within the vicinity of the roundabout.

The overall project is progressing well and is on schedule with some activities ahead of schedule.

North Virginia (UNR) Roadway Reconstruction and BRT Project

The solicitation documents for the abatement contract were released during this past reporting period for the five properties located between 8th Street and 9th Street in the North Virginia section of the project. The abatement scope has been separated from the demo scope to provide the RTC

the ability to avoid risk associated with additional abatement if those vacant properties were vandalized.

Construction activities throughout North Virginia Street (including demolition of the five properties) will begin spring 2020.

Outreach Activities:

During the month of November, the outreach effort continued with the project team goal of encouraging the community to support Midtown by continuing to patronize the area.

The project supported Midtown's Holiday party that occurred prior to Thanksgiving. This event was meant to kick-start the holiday season and spotlight Midtown. The event had great attendance.

The project team has continued its communications efforts as part of our strategic approach to keep stakeholders informed of construction activity, project updates, and listen to and address concerns and questions they may have.

Press releases were shared with stakeholders regarding major work activities on both mainline South Virginia Street and side streets.

The RTC has also continued the regular project-update videos that started last March to provide the public with visual information in a new format. The videos are posted on social media sites, YouTube, the project website and in our weekly stakeholder updates.

The community is encouraged to continue to share their positive Midtown experiences on social media using the hashtag #VirginiaStreetProject for an opportunity to receive a gift card to a participating Midtown business.

Supporting the project team's goal of strong and extensive outreach and community awareness, there have been a number of media stories published and broadcast about the project that illustrate the accessibility to Midtown and progress of construction. Much of the coverage has been positive underscoring construction is not as bad as was expected by many of the businesses, and in some cases business has increased or remained steady. Additionally, the Lyft 50 percent discount up to \$10 has helped transport visitors to Midtown.

Project information continues to be communicated weekly through the Project Stakeholder Update that is electronically distributed to subscribers.

FISCAL IMPACT

Funding for work tasks associated with the utility phase of the project have been approved with the FY 2019 Program of Projects and is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- November 15, 2019 Approve Change Order No. 01, 02, 03, and 04 to the SNC construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- October 24, 2019 Approve Interlocal Cooperative Agreement with the City of Reno for additional utility conduits on Virginia Street during construction of the South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
- August 16, 2019 Approve Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project.
- March 15, 2019 Approved Interlocal Corporative Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown.
- July 20, 2018 Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work.
- June 15, 2018 Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.

- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 9.1

TO: Regional Transportation Commission

FROM: Angela Reich, SPHR, SHRM-SCP
Director of Administrative Services

SUBJECT: Executive Director Recruitment

RECOMMENDATION

Discussion and possible action pertaining to the recruitment process to fill the position of RTC Executive Director.

SUMMARY

On November 15, 2019, Lee Gibson, Executive Director, announced a retirement date effective December 6, 2019. This item will outline options the board may consider for the Executive Director recruitment process.

FISCAL IMPACT

Funding is included in the Fiscal Year 2020 Board approved budget for Legal Services and the Administrative Services department.

ADDITIONAL BACKGROUND

The Executive Director position must be filled by appointment of the RTC Board of Commissioners (the Board). The Executive Director position serves at the pleasure of the Board.

The Board made no changes to the Executive Director job description provided at the November 15, 2019, meeting.

RTC Human Resources (HR) advertised an open competitive recruitment in accordance with RTC advertising mediums for the Executive Director position, with a deadline of 5:00 p.m. Friday, January 3, 2020. Interested candidates will submit a cover letter and resume.

Options to Consider:

- I. Recruitment by RTC Human Resources (HR) Process:
 - I. HR will work independently from any RTC director staff and in conjunction with outside legal counsel and confidential support staff throughout all steps of the recruitment process.
 - II. HR will screen application materials and determine if applicants meet the minimum qualifications as outlined in the executive director job description. HR will be responsible for all communication to the candidates throughout the recruitment process.
 - III. HR will report the total number of qualified applicants at the January 17, 2020 Board meeting.
 - IV. The following is recommended based on the number of qualified applicants:
 - i. If there are five (5) or fewer qualified applicants, or a different number as directed, the Board may interview and select a finalist at the February 2020 or other Board meeting as directed.
 - ii. If there are six (6) or more qualified applicants, or other number as directed, HR will assemble an interview panel consisting of subject matter experts to conduct interviews and will recommend three (3) candidates to interview with the Board. The interview panel will not include any RTC staff.
 - V. HR will update the Board throughout the process.
 - VI. The Board will interview Executive Director candidates by the identified process or other as directed and if an Executive Director is selected, the Board will provide direction on the negotiation of an employment agreement.

PREVIOUS ACTIONS BY BOARD

- November 15, 2019** Appointed Amy Cummings as the Interim Executive Director upon the departure of Lee Gibson, with a 10% pay increase, until such time a permanent Executive Director is appointed.
- Directed the Director of Administrative Services to work with Chairman Lucey to compile and distribute advertising materials as soon as possible and bring a recruiting plan to the December 20, 2019, RTC Board meeting.
- April 17, 2009** Directed the Director of Administrative Services to begin a formal, regional recruitment, and each commissioner was to appoint one person to a candidate review sub-committee. Additionally, the Director of Administrative Services was to screen out the least qualified candidates and the review sub-committee would then screen out the remaining qualified candidates for final recommendation to the Board. An advertisement was to run for no more than two weeks.
- January 16, 2009** Appointed Derek Morse as the Interim Executive Director.
- December 19, 2008** Direction was given to the Director of Administrative Services to advertise a request for letters of interest (for Executive Director) only. A regional search was also preferred to a national search and an outside agency was not to be used. No relocation or travel costs for interviewing was to be offered.



REGIONAL TRANSPORTATION COMMISSION

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December 20, 2019

AGENDA ITEM 9.2

TO: Regional Transportation Commission

FROM: 
Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Legal Counsel Report

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.



REGIONAL TRANSPORTATION COMMISSION


Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

AGENDA ITEM 10

TO: Regional Transportation Commission

FROM: 
Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Public Input

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

AC/dt