



Location:

REGIONAL TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno
Date/Time: 10:00 AM, Friday, April 21, 2023

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

- I. The Regional Transportation Commission Great Room is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form (www.rtcwashoe.com/about/contact/contact-form/); (2) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- V. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings/. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

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

3. Approval of Agenda (For Possible Action):

4. Consent Items (For Possible Action):

- 4.1. Minutes
 - 4.1.1. Approve Minutes from the February 24, 2023 meeting. (For Possible Action)
- 4.2. Reports
 - 4.2.1. Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)
 - 4.2.2. Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)

- 4.2.3. Acknowledge receipt of the monthly Public Transportation and Operations Report. (For Possible Action)
 - 4.2.4. Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
 - 4.2.5. Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.3. Engineering Department
- 4.3.1. Approve a Reimbursement Agreement with Truckee Meadows Water Authority (TMWA) for water main adjustments on the First Street Rehabilitation and Signal Replacement Project, in the amount of \$209,970. (For Possible Action)
 - 4.3.2. Approve a 214 Funding Agreement with the U.S. Army Corps of Engineers, Sacramento District (USACE) for the Arlington Avenue Bridges Replacement Project, in the amount of \$69,792. (For Possible Action)
 - 4.3.3. Approve a Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project, for right-of-way and construction in the amount of \$25,000,000. (For Possible Action)
 - 4.3.4. Approve Amendment No. 1 to Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project, to remove the right-of-way and construction phases and reduce the amount by \$10,526,316 for a new amount of \$5,000,000. (For Possible Action)
 - 4.3.5. Approve a contract with Kimley-Horn and Associates, Inc., for design services and optional engineering during construction for the Kietzke ITS Project at multiple locations on 2nd Street and Kietzke Lane, in an amount not-to-exceed \$197,860. (For Possible Action)
 - 4.3.6. Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Sierra Street Bridge Replacement Project. (For Possible Action)
 - 4.3.7. Approve a contract with Jacobs Engineering Group, Inc., for professional services for the Sierra Street Bridge Replacement Project NEPA and Design, in an amount not-to-exceed \$3,653,128. (For Possible Action)
 - 4.3.8. Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the Keystone Bridge Replacement Project, in the amount of \$5,000,000. (For Possible Action)
 - 4.3.9. Approve a Professional Service Agreement (PSA) with Parametrix, Inc., to perform a Feasibility Study, alternatives analysis, and Planning and Environmental Linkages (PEL) Study for the Keystone Bridge Replacement Project, in an amount not-to-exceed \$1,374,544. (For Possible Action)
 - 4.3.10. Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation for construction of a new signal on N. McCarran Blvd. at Keystone Ave./Leadership Way as a part of the SR659 North McCarran Intersection Improvements Project, in the amount of \$784,000. (For Possible Action)
 - 4.3.11. Approve a contract with Lumos and Associates, Inc., for preliminary traffic and engineering services related to the Military Road Capacity and Safety Project, in an amount not-to-exceed \$628,205. (For Possible Action)

4.3.12. Approve a contract with HDR Engineering, Inc., for the 2023 Bridge Maintenance Project to resurface the Vine, Second, and Keystone Bridge Decks, in an amount not-to-exceed \$228,103.04. (For Possible Action)

4.4. Public transportation/Operations Department

4.4.1. Re-approve a contract with Proterra, Inc. for the purchase of four (4) forty (40) foot ZX5 Max Battery electric bus vehicles utilizing the State of Georgia's Contract No. 99999-001-SPD0000138-0007, in an amount not-to-exceed \$4,577,019. (For Possible Action)

4.4.2. Approve Amendment #1 to the contract with Spare Labs, Inc. in an amount not to exceed \$297,000 to extend the term until 2026, and add the integration with Token Transit, for a new total not-to-exceed amount of \$372,000; this amount includes the service, integration, and pass-through funding for trips outsourced to Lyft. (For Possible Action)

4.4.3. Approve the RTC Safety Management System Plan as required by 49 C.F.R. Part 673. (For Possible Action)

4.4.4. Approve a contract with Trane U.S. Inc. for the purchase and installation of a bus disinfection system, in an amount not-to-exceed \$310,730. (For Possible Action)

4.5. Executive, Administrative and Finance Department

4.5.1. Approve a Stipulated Judgement to settle all claims in Iliescu v. RTC (Case No. CV19-00459) (For Possible Action)

4.5.2. Approve modifications to RTC Management Policy P-21, Travel. (For Possible Action)

5. Discussion Items and Presentations:

5.1. Elect a Commissioner to fill the vacant office of RTC Vice Chair through December 31, 2024. (For Possible Action)

5.2. Acknowledge receipt of the Keolis Fixed-Route Operations and Maintenance Board Update for the RTC RIDE Service. (For Possible Action)

5.3. Review a report from the RTC's Director of Finance regarding the Fiscal Year 2024 increase in the indexed fuel taxes in Washoe County that will become effective on July 1, 2023, as required by NRS 373.067 and WCC § 20.43416. (Informational Only)

5.4. Acknowledge receipt of the Fiscal Year 2024 RTC Tentative Budget. (For Possible Action)

5.5. Acknowledge receipt of a presentation on the Downtown Reno Micromobility Pilot Project (For Possible Action)

5.6. Approve the FY 2024 – FY 2025 Unified Planning Work Program (UPWP). (For Possible Action)

5.7. Update, discussion, and potential direction to staff regarding legislative measures and issues being considered during the 82nd (2023) Session of the Nevada Legislature. (For Possible Action)

6. Reports (Information Only):

6.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.

6.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

6.3. Monthly verbal update/messages from NDOT Deputy Director Darin Tedford - no action will be taken.

7. **Commissioner Announcements and Updates:** *Announcements and updates to include requests for information or topics for future agendas. No deliberation or action will take place on this item.*
8. **Public Comment:** *Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners*
9. **Adjournment (For Possible Action):**

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Approve Minutes from February 24, 2023

RECOMMENDED ACTION

Approve Minutes from the February 24, 2023 meeting. (For Possible Action)

BACKGROUND AND DISCUSSION

See attached minutes for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

February 17, 2023

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair
Alexis Hill, Washoe County Commissioner (Via Zoom/In Person 9:21 a.m.)
Hillary Schieve, Mayor of Reno (Via Zoom)
Devon Reese, City of Reno Vice Mayor**

**Bill Thomas, RTC Executive Director
Adam Spear, RTC Legal Counsel
Darin Tedford, Deputy Director of NDOT (Via Zoom)**

ABSENT:

Vaughn Hartung, Washoe County Commissioner, Vice Chair

The regular monthly meeting, held in the 1st Floor Great Room at Regional Transportation Commission of Washoe County, Reno, Nevada, was called to order by Chair Lawson. The Board conducted the following business:

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Special Recognitions
 - 1.3.1 Receive a presentation and plaque from the APWA for the 2022 Spring Conference POTY Award to the Sun Valley Boulevard Project team.
 - 1.3.2 Congratulations to Keolis Driver of the Month - Ms. Georgena Martin
 - 1.3.3 Congratulations to MTM Employee of the Month – Mr. Austin Hill

Item 2 PUBLIC INPUT

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

Ms. Donna Clontz, local resident with the Senior Coalition, Age Friendly Communities thanked Susi Trinidad and Jim Gee for presenting changes to routes, Item 5.1, to Senior Services on Taxi Bucks. The seniors will all now be able to use this service. On Item 6.3, the McCarran Loop Study, I'm glad to see the areas around Keystone are going to receive attention. The McCarran Loop Plan doesn't consider that there is no public transportation on the northeast loop of McCarran. There are so many people in the Plumas and Lakeside area that are in a transportation desert right now. I'm hoping there would be some kind of recommendation to deal with that area. Maybe FlexRIDE could be made available in that area.

Mr. Mac Rossi, local resident came to discuss a change in the move of the bus stop on 7th and McCarran over to the other side of the driveway going into the shopping center. I have addressed this before, and I've been addressing several of the departments for the RTC, as you can see in the attachment provided to you. We are asking to have this bus stop placed about 60 yards on the other side of the driveway, directly across from the retirement center, for safety issues for traffic and pedestrians. I addressed this issue last September, and I've sent two emails and have not heard any response back.

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

Chair Lawson stated that we will be moving up Items 6.1 and 6.2 to now.

Starting with Item 6.1, Election of the Commissioner representing the City of Sparks to serve as RTC Chair for years 2023 and 2024, and elect Commission to serve RTC Vice Chair to calendar years 2023 and 2024. Do any Commissioners have any comments?

Commissioner Hill would like to nominate Ed Lawson to be our Chair and Vaughn Hartung to be our Vice Chair. Commissioner Reese seconded with a short discussion.

Commissioner Reese said he is really excited about the two people that Commissioner Hill has nominated, because I think both of you are outstanding representatives for our community. I wanted to ask a question about what I believe is sort of a deficiency in the bylaws. When the City of Reno was Chair last, and Councilmember Jardon resigned her position, there was an election to fill that role and I don't believe the bylaws spoke to how that would be done. I believe there is a deficiency in the bylaws that I would like addressed. At the time, I think the City of Reno would have appreciated having a representative selected to be Chair, but there was also a lot of transition going on in our body, so it's no fault of this body, that the City of Reno didn't move fast enough.

Chair Lawson noted for clarification that Mayor Schieve asked if Mayor Lawson would serve out the final part of that term, because the City of Reno didn't have people at that time to fill in. We should have a more formalized process for that going forward.

Chair Lawson stated we have a motion and a second, is there any further discussion? Those in favor signify by saying Aye. Motion carries unanimously.

Chair Lawson moved onto Item 6.2, Update, discussion, and potential direction to staff regarding legislative measures and issues being considered during the 82nd (2023) Session of the Nevada Legislature.

Mr. Mike Hillerby, on behalf of Kaempfer Crowell spoke on this item. To start I would like to thank you for the opportunity to represent this organization. It is a great privilege and has been for many years, and I appreciate the opportunity to work with your staff on a regular basis. They did an excellent job of reviewing bills, quickly responding to questions, particularly as the session moved along.

Yesterday, both us and RTC Southern Nevada presented to the assembly Growth and Infrastructure Committee. I wanted to acknowledge Paul Nelson and all of the staff that helped to prepare the presentation. Dale Keller really did a great job, both with the presentation and answering questions.

We are tracking quite a number of bills that either have Board impact on local governments and in our operations. Generally, those are not typically things we get involved with on a first-hand basis, but we do watch those for impacts. I'll talk about just a handful of bills that we have been involved with and some that you may want to give us some direction upon.

Bill AB56 is being brought forward by NDOT. It will create a program that will allow on certain controlled access highways, where the shoulders of highways can be used exclusively for emergency vehicles and transit buses. They described a number of things they would set up to have signage, if there was a traffic jam or emergency of other sorts, that shoulder would be available to emergency responders and transit buses.

SB81, which is sponsored by Senator Daly from this area, would extend a regional planning process that currently is set to expire this year and would extend it to 2026. The current law requires the Counties of Carson, Douglas, Lyon, Storey and Washoe to engage in a regional planning process. Washoe County is sort of taking the lead for this area in talking with Senator Daly and some of the issues with the bill. Adding legislators as sitting members to something like this creates some interesting potential legal challenges and questions about how that works. We are in regular communication with Washoe County staff as they work on that, and we will keep you apprised.

AB184, sponsored by Assemblyman Howard Watts from Las Vegas, who Chairs the Assembly Growth and Infrastructure Committee, would create a clean truck and bus incentive program. It is identified by a certain federal pot of money, and our staff here, as well as our federal staff, will look into that and see how much money there is and more about the rules. We would use that federal money to create a sliding scale by weight of the vehicles on how much would be available as an incentive to a variety of a different organizations including transit agencies. The bill has specific amounts based upon each of those targeted weight increments. It would provide an increase in those for certain groups and agencies, i.e. minority owned businesses, small businesses and includes a 10% bump in allocation for transit agencies. We would be eligible for up to five incentives per year under the provisions of that bill. One thing it requires is a final assembly of those vehicles all to happen within the United States. That would be something we would want to keep an eye on, particular in construction.

A couple of bills that a lot of people are working on and we're keeping an eye on involve homelessness. SB142 from Senator Harris and SB155 from Senator Ohrenschall.

Senator Harris's bill SB142, her objective is to make sure that people that are homeless enjoy the same rights as the rest of us. The bill takes sort of a different approach in that it enumerates those rights in a way that, at least from my review, includes freely using and moving through public spaces. Her design is to try to give some comfort that if we do have local ordinances, say on camping or feeding the homeless, etc., that those would not be impacted by this bill. In the minds of local governments, Chambers of Commerce, variety of industries that have weighed in on the bill, the way it's written right now is problematic, so we all continue to work with the Senator to see how we can help her accomplish her goals. We don't want to see people whether they are housed or unhoused, treated differently or discriminated against or treated inappropriately, but we also need to think about our obligations to the tax payers and how do we balance all of the rights and interest of all the citizens we serve.

SB155 is from Senator Ohrenschall and that would ban the passage or enforcement of any local ordinance dealing with issues like resting, camping, giving food to the homeless, and that is a much more substantial issue. The bills and the sponsors at this point have not coordinated on what those would mean. Obviously, if both bills passed, there would be a challenge because the language in SB142 gives some recognition of the local ordinances, and that those ordinances would now be banned and could not be enforced.

Mayor Lawson previously pointed out that the State has had very little if any role in homelessness, and that has been something you have tackled as elected public officials at the local level. You've done that in a way that reflects the needs of your residents that tries to reflect the realities of the homeless situation here, which is different than that in Las Vegas and Carson City for a host of reasons and we've tried to point that out.

We will continue to keep an eye on both of those bills and if there is specific direction from you, obviously we would welcome it.

Lastly, bill AB214 was just introduced and is sponsored by Assemblywoman Natha Anderson and Senator Skip Daly. That is one that the Teamsters and outlying Unions have been working on with Assemblywoman Anderson and Senator Daly. The bill does a handful of things, which I'll briefly go through those.

In existing law, RTCs within a County of a population over 700,000, i.e. Clark County, are required to have a Bus Stop Bench and Transit Center Advisory Committee. Interestingly, RTC Southern Nevada also has a piece of legislation in SB17 that would seek to eliminate that provision and statute because they think that is handled in other places for them. AB214 would not only keep that, it would add a specific membership requirement for members of Unions representing bargaining units within RTCs, so they had a specific seat on that committee.

The bill has some new language that if an RTC provides security cameras in its facilities or buses, the new rules would include among other things, a 90-day retention requirement for the video and it makes that video a public record that can be requested by incident. It requires a 72 hour of surrender or a request from a bargaining unit representative, from a Board meeting unit within the RTC and has some requirements for discipline for any destruction or alteration of that video. The staff is looking at that, and it has some potential significant cost. Staff is looking at whether current systems can maintain those records for 90 days and how does that work? One of the issues is the privacy of other people who might be on that video. How things are redacted from the video and other costs involved with that. The bill does not address that, but that is something I know the staff is looking at. That would impact all RTC's, Southern Nevada and ourselves.

Existing law also provides for counties over 700,000, again Clark County, for a Turnkey Procurement Process for High Capacity Transit projects. The bill makes a variety of changes to that process. That remains only set up to impact Clark County at this point. It would require one of those turnkey projects for the prevailing bidder to pay the applicable prevailing wage, provide insurance that was equal to that in similar prevailing wage jobs and those job classifications that require the contractor in the agency maintain and participate in a Union Apprenticeship Program. There is a two-page list of requirements, including review the contractor's ability to perform any prior issues, on how long they would be precluded if they lost a similar contract. It also requires a public review and comparison of these turnkey projects versus using employees and that report would go to NDOT. We just received that bill and our staff is reviewing it, and Southern Nevada

RTC is doing the same thing to determine the impacts, how it might be done, and the costs involved.

Chair Lawson asked if there were any questions from the Commission.

Commissioner Reese thanked Mr. Hillerby for serving this body and it is always a joy to work with you. Being new to this Board, I want to understand when we utilize Mr. Hillerby's services, and when we support or oppose bills. I want to make sure that direction is coming from this body. What extent we would have input into the direction that we seek? Can someone help me understand that from a starting point?

E.D. Bill Thomas said he thinks the observation is that we need to strengthen the process of when the Board gets involved. Chair Lawson has mentioned to me that we might need a nimble process whereby a subcommittee or a subset of the Board gives us authorization. As you're all aware, the legislature moves pretty quick, and we meet once a month, so we would be very much behind the curve if we had to bring positions to the Board every time. Historically, and Mr. Hillerby can tell me if it's different, we haven't had a lot of direct engagement. This is the first bill I'm aware of that is really aimed directly at us. Obviously, I think we're going to want to be involved in that. We definitely want the Board to rule if we should oppose or be mutual.

Commissioner Reese said he would like to talk about AB214. I want to make sure that I'm clear that I know that you have done what I've asked at the last meeting, which was meeting with the Teamsters. My understanding is that meeting is occurring March 3rd. Before we go off with our charge, I want to make sure that this body has weighed in on what our charge is, because we may have different opinions on that bill.

Mr. Hillerby stated that we watch, coordinate and talk to our local government partners, City of Reno, City of Sparks, Washoe County and others on issues. For example, the homeless bill is one we have not taken any public position. I met with Senator Harris and wanted to understand better what she wanted to do. Explained there might be some challenges with what we were reviewing and we wanted to make sure for example to not generate unnecessary lawsuits that then involve tax dollars and impact our ability to serve people.

A lot of what we do is going in and meeting with legislators and try to understand what they are wanting to do and explain what impacts that might have on our operation. In many cases, we simply ask questions, for example what is it you're trying to accomplish? We talk about what we do and how we do it, and see if something is missing in a way we can clarify, and protect our ability to continue to serve the public consistently with our law and the direction of the Board.

E.D. Thomas said we don't do anything unilaterally, so our conversations start with local guidance from each of the local governments and their own legislative staff. The history of this organization is generally to focus on our areas. For example, on the homeless bill, the thing that we were focused on is the specific mention of public transportation where we don't take a position on the class, we take a position on the consequences of behavior. Behavior on the buses has a great impact on ridership and our driver's ability to perform. We would provide that kind of advice or information to the legislature to let them know, if a particular action is taken, it could have an adverse effect.

Commissioner Hill, thank you for representing us Mr. Hillerby. I concur with Commissioner Reese and one of the thoughts I had, which I think works really well for the County Commission, is we have a subcommittee, it's two people, they meet weekly and it's typically about 30 minutes long. The committee helps with direction and if that committee wants to bring back to the Board as pro or against a certain bill, then that comes back to the Board. That's how we ensure that we are not wasting the Boards time, but that we can work through bill language and the Board doesn't have to do that at the dais. There are many ways we could look at doing that and I concur on AB214. I bet there are ways, especially after you meet with the Teamsters, that we can find pieces in this legislation that we can agree to. I'm hoping we can have that discussion as well.

Chair Lawson said it's obvious we are all on the same page. I didn't realize until a couple of days ago that the RTC doesn't have a Legislative Committee, so that will be something we will establish immediately. Every other Board I serve on has a Legislative Committee for the City of Sparks, so it just makes sense we have one here. I have a lot of questions on Senator Harris's bill. Does that mean that somebody could go into a bus stop and establish that as their domicile and we have to start eviction processes? These questions need to be answered. I agree we can find solutions, but we need to establish what the issues are too. Watching these bills and asking these questions I think is very important for all of the local governments but especially for RTC.

Item 3 APPROVAL OF AGENDA

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

Items 4 CONSENT ITEMS

4.1 Minutes

4.1.1 Approve 1/20/2023 Draft Meeting Minutes. (For Possible Action)

4.2. Reports

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

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

4.2.3 Acknowledge receipt of the Monthly Public Transportation and Operations Report. (For Possible Action)

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

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

4.3 Planning Department

4.3.1 Approve the Transportation Alternatives Set-Aside Program Guidance and Application. (For Possible Action)

4.4 Engineering Department

4.4.1 Approve a contract with Wood Rodgers, Inc., for preliminary design, environmental analysis, and final design services for the West Fourth Street Safety Project from

West McCarran Boulevard to Vine Street, in an amount not-to-exceed \$1,057,830. (For Possible Action) – *Pulled for Discussion*

- 4.4.2 Approve Amendment No. 2 to the contract with C.A. Group, Inc., for additional design services related to the Steamboat Parkway Improvements Project, in the amount of \$262,338, for a new total not-to-exceed amount of \$1,381,628. (For Possible Action)
- 4.4.3 Approve a contract with Nichols Consulting Engineers, CHTD (NCE) for design and engineering during construction services related to the Pembroke Drive Capacity and Safety Project, in an amount not-to-exceed \$1,747,265.00. (For Possible Action)
- 4.4.4 Approve the proposed new Fiscal Year 2024 Street & Highway Projects for the RTC Street & Highway Program; approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain projects; approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain projects. (For Possible Action)
- 4.4.5 Approve the proposed sale of two remnant parcels acquired in connection with the Moana Lane Widening Project (APN 020-055-30 and APN 020-255-31) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1). (For Possible Action)

4.5 Public Transportation/Operations Department

- 4.5.1 Approve a contract with Marathon Finishing Systems, Inc., to modify an existing maintenance structure at 1301 East Sixth Street to design and install a Hydrogen Fueled Service Bay in support of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project, in an amount not-to-exceed \$268,099.58. (For Possible Action)
- 4.5.2 Approve an update to the RTC 2023 Title VI Report. (For Possible Action)
- 4.5.3 Approve the purchase of four (4) forty (40) foot ZX5 Max Battery electric bus vehicles utilizing the State of Georgia’s Contract No. 99999-001-SPD0000138-0007, for an estimated amount not-to-exceed \$3,970,176.00. (For Possible Action)
- 4.5.4 Approve Amendment No. 3 to the contract with Dynamic Nevada Construction, in the amount of \$150,000.00, for a new total not-to-exceed amount of \$234,420.00. (For Possible Action)

4.6 Executive, Administrative and Finance Departments

- 4.6.1 Acknowledge receipt of the Asset Donation Log for the second quarter of calendar year 2022 through the first quarter of calendar year 2023. (For Possible Action)

On motion of Commissioner Hill to approve the Consent calendar, minus Item 4.4.1, seconded by Mayor Schieve, which motion carried unanimously, Chair Lawson ordered that Consent Items 4.1 through 4.6 be approved, minus Item 4.4.1.

Item 4.4.1 Approve a contract with Wood Rodgers, Inc., for preliminary design, environmental analysis, and final design services for the West Fourth Street Safety Project from West McCarran Boulevard to Vine Street, in an amount not-to-exceed \$1,057,830.

Commissioner Reese had two general comments and concerns I would like to see included in staff reports as we move forward. One is you might not always have the timelines, so I want to make sure I understand as to Item 4.4.1, what is the timeline?

Dale Keller, RTC Engineering Director said in the contract itself, we do identify a schedule and anticipate timeframes for completing design. Our Notice to Proceed will go out after our potential Board approval today. This is a federally funded project, and we secured over \$13 million in safety funds to improve West Fourth Street from West McCarran Boulevard to West Keystone Avenue. We are excited about this project. So, that kicks off the environmental process this summer, and then we will finalize the final set of plans here in summer of 2024 and hopefully start construction in 2025.

The second question I have on 4.4.1, is undergrounding of the powerlines or overhead lines being included? It mentions in the scope of work street lighting, but I'm not seeing something specifically about the overhead lines and is that something we normally do, or do not do?

Mr. Keller said at this time we do not anticipate undergrounding the overhead powerlines. As we look into the final design, if there are conflicts with NV Energy for overhead powerlines or for street lighting, this is something we consider and ensure we comply with City ordinances of underground utility lines and see if that is a benefit. Right now, we are not anticipating undergrounding powerlines.

On motion of Commissioner Reese, seconded by Commissioner Hill, which motion carried unanimously, Chair Lawson ordered that Consent Items 4.1.1 be approved.

Item 5 PUBLIC HEARING

- 5.1. Conduct a public hearing on potential service and fare changes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies document for RTC RIDE, RTC REGIONAL CONNECTOR, FlexRIDE, and other transportation programs; approve the recommended service and fare changes. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

Mr. Jim Gee, Service Planner and Innovation Manager for RTC made the following presentation and discussed the changes in our public transit service beginning this spring.

As a reminder to this body, these series of changes are Phase 2 of a multi-year process that we completed last year, called Transit Optimization Plan Strategies (TOPS). TOPS was a comprehensive holistic ambitious 5-year plan of our transit services. Holistic and comprehensive because it was a deep dive into everything we do on the public transit side, including our services, technology, policies, and standards. Ambitious, because the recommendations in TOPS resulted in changes to 80% of our fixed routes, extensive expansion to our FlexRIDE, changes to internal goals and standards, and additionally, changes to our technology and how we present information to our customers.

Last year was Phase 1 of changes under TOPS and those were accomplished last September, and I'm here today to talk about Phase 2 of the changes. I would like to also say as a part of TOPS, we made it a 5-year plan because changing routes and impacting everyone's daily lives is a very complex process. We want to be very careful in how we present these changes to our customers and make sure we're able to continue to serve them. At the same time in this post COVID world, we have capacity constraints in terms of drivers, constraints in the number of vehicles due to supply chain issues, and so we have to be very strategic in how we roll these services out to make sure we're not setting ourselves up for failure. Most importantly, not setting our customers up for disappointment.

Mr. Gee presented slides and discussed the series of changes that significantly redesign all of the transit services in Northwest Reno. He also discussed the redesign of services in Sparks.

Starting in May, we have a very significant expansion of our FlexRIDE services. First is the Somersett Verdi service. The darker region in blue on the map is our existing services, with the light blue being the expanded area. This has added a significant number of people and jobs and provides additional destinations for FlexRIDE users, also for Fixed Route users.

We are continuing the expansion of the Sparks-Spanish Springs FlexRIDE. The two areas in red on the map are the planned expansions. First, there is an expansion on the Los Altos area and secondly, we are filling in the gap between Winco in Spanish Springs and the Spanish Springs Library.

Ultimately, what this results in, for FlexRIDE specifically, is an increase of about 30,000 people and about 3,000 jobs that will now have FlexRIDE service. We are very excited about that, because FlexRIDE provides that on-demand opportunity for passengers to get to where they need to go, without having to work around a transit schedule.

Additionally, for May, as we do every time that we change schedules, we have a process internally where we look at all of the data we receive and use that data to refine our schedules to provide better information to our customers. We have daily information on on-time performance, dwell time at bus stops, running time for routes and we use that to build our schedules from the ground up three times per year. Ultimately what that does is to improve the on-time performance for customers, which allows them to have a more reliable service. Additionally, we are proposing a change in our fare policy, which would eliminate an extra fee that passengers pay when they transfer from Jump Around Carson. This is the service in Carson City for our Regional Connector to come to Reno. Right now, if they travel from Reno to Carson they don't pay an extra fee, but from Carson to Reno they pay an extra \$3.50, and we are proposing to remove that fee.

We are also proposing significant changes to the Washoe Senior Rides programs. Our Taxi Bucks and Uber Rides programs are increasing the subsidy from \$45 per month to \$60 per month. Specifically, for Taxi Bucks, which is a card-based system, we will auto load that card with \$60 automatically every month, which is a huge improvement for our customers.

For technology, first off, this spring we will be debuting a partnership with an app called Transit. That will replace our current app, which is through a company called Umo. Transit is sort of a national leader in transit apps and they will integrate with our Token Transit for fare payment.

They will integrate with our FlexRIDE system for scheduling and what that will provide for customers is tracking of the vehicle, planning of the trip, and payment for the trip all on one app. Internally, Transit app gives us the ability to start having better analytics of our customers, being able to push out surveys to customers and also have a Rate-My-Ride system, so we can get more prompt feedback on how we are doing. This app is also ADA compatible, which has been the national leader in this market and one of their points of emphasis has been ADA accessibility.

In order to make that app work, we've had to do a lot of changes to all of our underlying technology, which are listed on the slide. This will get all of the technology to work together and improving all of them has been an ongoing process.

As part of the public hearing process, we did seek and receive a lot of feedback on these proposed changes. Nearly all of the changes were contained in TOPS and as part of the TOPS process. We had 1,800 survey responses back, with a disapproval rating of only 12%. Ultimately, these changes that we propose today will have a net increase of about 1,600 jobs and 22,000 people that will have brand new transit service that don't have it right now. We are very excited about being able to expand our program and also make sure that we are expanding it in a way that is sustainable in ride sizing for the community.

Commissioner Hill said she thought the outreach was spectacular and thank you for working with our seniors and our working public, which is who we want to serve here. I'm so excited that we are adopting the Transit App. I've used it in other communities and it has been seamless.

Commissioner Reese said the presentation was outstanding and very exciting with the improvements that you're bringing to the region. One of the things I'm always thinking about is the equity involved in transportation. I want us to make sure that in every phase of a project from the initial planning to implementation, that we are thinking of ways the project affects people across all ages, disability status, races, cultural, background, and economic classes. Deciding where transportation goes has a huge impact on a neighborhood. It can increase the property values, it can make one apartment more attractive than another, so I want to make sure the lens through which we consider all of these things is one based on equity. It sounds like you did a good job in outreach as far as addressing the needs of our senior community, but I'm not sure how equity overlays all of the things you do in your department, and I'd like you to be able to speak to that.

Mr. Gee said first in terms of outreach, yes, we do outreach significantly to the senior community, but we do outreach to other communities as well. The old fashion model used to be to have a public hearing or a stand-alone transit presentation and folks would have to work around their own schedule to come specifically to that meeting. Now, with the ability to have these presentations and information online, pushing through social media, pushing through YouTube, so we can receive comments from the public on their time, so they don't have to make time to come to our meeting, but we are basically creating a mechanism where we can get to them and they can view us when they need to, really has improved our outreach response. In terms of equity, one of the reasons it takes a while to create service changes, is because we have a Title VI process that we have to go through. As part of that process, we take all of the demographic data that we have, the servicing we have and we overlay those with each other to look at the impact that we're having on our passengers, and specifically to measure whether or not we're having a disproportionate impact

on those on who are low income, minorities and so on. We measure that with every service change. We want to make sure that we are putting our services where it makes the most sense for ridership, but at the same time, we have a responsibility to make sure that the services we put out are accessible to everyone.

Commissioner Reese followed up asking if Mr. Gee is at the tip of the spear to make sure that equity is fore fronted in the transportation services that we provide? Or are there other people in the organization for which it is their job duty or description to do that?

Mr. Gee said it falls on our Transit Planning team, of which I am the manager.

Mayor Schieve asked when are we going to launch this?

Mr. Gee said that portions of the app are being launched as early as the beginning of March. There are still some “under the hood” changes that we’re making in terms of the data source that will stretch into April, but those will be incremental improvements. The service changes themselves will be launched the first Saturday in May.

Commissioner Reese moved to approve staff recommendation, which was seconded by Commissioner Hill, which motion carried unanimously.

Item 6 DISCUSSION ITEMS AND PRESENTATIONS

- 6.1. Elect the Commissioner representing the City of Sparks to serve as RTC Chair for calendar years 2023 and 2024, and elect a Commissioner to serve as RTC Vice Chair for calendar years 2023 and 2024. (For Possible Action) – ***Moved to beginning of meeting***
- 6.2. Update, discussion, and potential direction to staff regarding legislative measures and issues being considered during the 82nd (2023) Session of the Nevada Legislature. (For Possible Action) – ***Moved to beginning of meeting***
- 6.3. Approve the McCarran Boulevard Corridor Study final report. (For Possible Action)

Mr. Dan Doenges, RTC Planning Director presented the final report of the McCarran Boulevard Corridor Study. This has been several months in the making, so we are pleased to be presenting this today. We brought back in October our preliminary recommendations that came out of the study, those were also vetted out through the public. We worked closely with professional and leadership staff from each of the jurisdictions, as well as the NDOT leadership team to get the green light to proceed with those recommendations. We did not have any significant changes to those recommendations. We received about 16 comments during our public comment period for the month of November. We addressed bicycle, congestion, lighting and safety and maintenance topics and worked closely with all of our stakeholders to finalize the report.

The next steps are going to be to work with NDOT, assuming approval today, to prioritize, identify funding and prioritize some of these projects. We will also be working with the local jurisdictions when it comes to project implementation and again, just looking for approval of that final report.

Chad Anson, Project Manager with CA Group, the consulting firm on this report, is also in the audience today and we would be happy to answer any questions.

Commissioner Hill said thank you to the leadership of RTC for tackling this project with NDOT and I'm really excited that we are investing in this corridor, because it's so important to our community. On the pedestrian, sidewalk and bike lane and buffered bike lane recommendations, does this fully connect the infrastructure so you could safely ride all the way around McCarran?

Mr. Doenges said that is the general concept. Obviously, we have to work within the context of that surrounding land use. Where possible, we're trying to identify those areas where we can create at least a little bit of buffer space to provide a more comfortable ride for users of the facilities. The recommendations in this report call out different solutions to improve and fill those gaps in connectivity, and to encourage more use and to make it a safer facility. The same thing with the sidewalks as well.

Commissioner Hill said on the recommendations on adding additional lanes, could you explain a little bit on the thought of that? Is that because these corridors are the more heavy industrial and retail corridor, so there is higher congestion, so we're trying to accommodate that.

Mr. Doenges said essentially there are a few areas where we are looking for recommendations for lane additions. These are really looking at where the majority of congestion is occurring, so we did run a traffic analysis forecast through our Travel Demand Model with the horizon year of 2050. If there is not a problem in terms of congestion today, it is expected that there likely will be in the future. Some of these areas where we are recommending expansion are where there are already more lanes, so it would eliminate some of those bottlenecks and you'd have a smoother transition. We looked at a lot of intersection level of service as well, and there is a table that goes through all of the ways to improve the geometry to improve the intersections with turn pockets, and extra through lights. On the flip side, there is a section where we are looking at possibly reducing the number of lanes. This is in an area where there is a lot of high pedestrian activity and cycling activity. It's in a fairly dense area where there is a lot of retail, and the lanes there now are kind of used almost as an auxiliary or frontage for access management for those retail centers. The thought was they are lacking any kind of comfortable or safe means for pedestrians. We thought we'd reduce the lane in that section and improve bicycle and pedestrian infrastructure.

Mayor Schieve asked if placing trees in various locations around McCarran Boulevard was discussed?

Mr. Doenges said we really focused on the transportation infrastructure. I do hear what you're saying, and I believe when we get into some of these specific project improvements, we'll be looking at those sort of issues on a project by project basis. In terms of long-term maintenance, we don't want to be in a facility with a known root problems that will destroy it in a few years. So, we'll be looking at solutions as we go forward.

On motion of Mayor Schieve to accept the report, seconded by Commissioner Reese, which motion carried unanimously, Chair Lawson ordered that receipt of the report be accepted.

Item 7 *REPORTS (Informational Only)*

7.1 RTC Executive Director Report

1. I would like to start by congratulating Angela Reich on her well-deserved retirement. Angela is our Director of the Administrative Services Department. That includes Human Resources, Information Technology, and Security and Safety. She has been with the RTC for more than 15 years. Her last day is March 10th. Angela, thank you for all you have done and good luck in your next venture. We have a video to show our gratitude.
2. We have hired Angela's replacement as Director and plan to introduce her at the Board's next meeting. That meeting will be on March 17th and will also be the Board's Annual Strategic Retreat.
3. I am also pleased to welcome three new employees to our staff. Soledad Alvarez is our new Customer Service Associate in Public Transportation. She started January 23rd. Ian Chamberlain started January 30th as our Facilities Engineer in Public Transportation. And Marquis Williams is our new Senior Technical Planner in the Planning Department. He started February 6. We are very happy to have these great additions to our team.
4. The RTC is expecting to receive funding from the Economic Recovery Transportation Electrification Plan (ERTEP) Grant. NV Energy is awarding the state funds to provide transportation electrification in our state. We applied for a total of 2.3 million dollars. 30-thousand would fund UNR's feasibility study to examine the usage of second life batteries from RTC's existing bus fleet. We think this could provide additional fast charging opportunities. We also applied to add charging at our 4th Street Station or the future Meadowood Mall station. NV Energy says there is available funding for every application for this round.
5. St. Patrick's Day is just a few weeks away, on March 17th. To help everyone celebrate safely, the RTC will provide free transit service from 4 o'clock in the afternoon to 2 o'clock in the morning. Using public transit can help keep our roads and crosswalks safe for everyone. Thanks to RTC Commissioner Devon Reese, the RTC is also sponsoring free St. Patrick's Day rides on Pineapple Pedicabs. Pedicabs are bikes that have an attached cab for two or three people to ride along. This will give people another option to get around the downtown and midtown areas on St. Paddy's Day.

Starting in April, the locations for the Board's regular monthly meetings will be here in our new Great Room. We are still working out some bugs, but are very glad to now put this room to use!

7.2 RTC Federal Report

A written report is included in the agenda packet for this meeting.

Mr. Paul Nelson, RTC Government Affairs Manager, addressed the Board and said unfortunately we were not successful in the grant application for Safe Streets 4 All (SS4A). We did hear from NDOT that we will be getting a debrief on our application, and that will give us some valuable information on some of the things we can do to improve our application during the next cycle. The Race Grant application is due on Tuesday, but we plan on submitting our application this afternoon. We're asking for \$25 million to help fund the Lemmon Drive project, which will help reconstruct 3.7 miles of Lemmon Drive and raise it above the 100-year floodplain of Swan Lake, which will provide some improved multimodal connectivity.

The house majority is making its rules on its congressionally directed spending for FY24. We don't expect that to have any kind of impact on the projects that we would be applying for. The earmark process is delayed a little bit, but the ball is about to start rolling. We have a meeting with Senator Rosen's office this morning to discuss some of the projects that we would be applying for. We are also getting \$7 million from this same process from one year ago.

7.3 NDOT Director Report

NDOT Deputy Director Tedford gave a presentation and spoke on the following topics:

- Traffic Safety
- Washoe County Traffic Safety
- Recent Storm Updates
- Northern Nevada January Storm Impacts
- Upcoming Public Meetings
- US 395 North Valleys/Pyramid Highway Widening Public Meetings.

Upon conclusion of Deputy Director Tedford's report, Chair Lawson asked if the Commissioners had any questions.

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Chair Lawson asked Legal Counsel Adam Spear how we get a legislative committee set up in the fastest amount of item?

Adam Spear, RTC Legal Counsel, said we'd look into some of the other examples of different entities and how they've done it, and there would be open meeting laws to consider. It would just be a matter of committing to it, doing the work as quickly as possible, and holding a special meeting.

Chair Lawson said we could work off the actions of Washoe County in holding their special meetings. This is something we need to get done in a hurry, so we can have that input for Mike Hillerby and then anything that we will actually take a public stance.

Commissioner Hill said she went to the MACO conference in Washington DC and learned about many of these transportation grant opportunities that local governments can apply for instead of going straight to the State, which traditionally has been how we receive transportation opportunities. There are Planning Grants for corridors that are unsafe, because the transportation mindset is zero fatalities, which we're already doing at RTC, which is great. Then once you do the planning, you can get federal dollars for execution. RTC is so good at applying for these federal grants that I was hoping at our Retreat if we could talk about how the RTC can help our local agencies on prioritizing corridors that we know are unsafe and applying for these dollars. We just don't have the staff and I'm wondering if there are collaborations like what RTC is doing with NDOT that perhaps we could look at doing on the local side.

Also, on March 9, 2023 in Incline Village at the Parasol Building, we are having a transportation roundtable and this is for the Incline Village and Crystal Bay community in Placer County. RTC,

TTD and Washoe County are all participating. I wanted to say thank you to the RTC for your commitment in continuing to reach out to Incline Village and Crystal Bay.

I was wondering if we could look at perhaps starting our meetings at 9:30am or 10:00am? I don't have childcare until 9:00, that's why I come late, and I wanted that on the record, it's not because I just woke up. Also, is there a way that we can ensure our public commenters are addressed if they haven't been? I want to make sure staff is talking to them. I commend RTC on this gorgeous room. It's the most beautiful room in the region and I'm very excited to have meetings here.

Mayor Schieve would like to know what subcommittees we have at the RTC or perhaps putting in some advisory boards in place. The other thing I would request from a Director's update, as we move to the future, something on micromobility and bicycling projects.

Item 9 PUBLIC INPUT

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

Mr. Mac Rossi, local resident, commented on Leadership and Keystone Avenue coming into McCarran. He would like to see improvements to this area where people can make right and left turns, with the expansion of numerous apartment complexes in that area.

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

Item 10 ADJOURNMENT

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

ED LAWSON, Chair
Regional Transportation Commission

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.2.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

SUBJECT: Procurement Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Procurement Activity Report.

BACKGROUND AND DISCUSSION

See Attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
2023 Preventive Maintenance	April 6, 2023
California Avenue Reconstruction	April 12, 2023
Arrowcreek Parkway Rehabilitation	April 18, 2023

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Pyramid Highway/Sparks Boulevard Intersection Improvements	May 5, 2023

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
Holcomb Avenue Rehabilitation	Granite Construction	3/13/2023	\$3,044,044

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
Arlington Bridges	ICE Teams	\$99,332
Legal Services for Employment & HR	Holland & Hart, LLP	\$49,500
Oddie Wells Multimodal Bilingual Public Outreach	Vancourage	\$80,250

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
Annual Renewal of Remix Applications	Remix Technologies	3/2/2023	Amend. 1	\$20,400	\$67,400
HASTUS Transit Planning Annual Renewal	Giro, Inc.	3/30/2023	Amend. 1	\$61,386	\$329,181
Traffic Signal Modification 22-01	Westwood Professional Services Inc.	4/5/2023	Amend. 1	\$19,192	\$296,176



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

SUBJECT: Planning Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

PLANNING STUDIES

Verdi Area Multimodal Transportation Study	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/
<i>Status: The project team is developing a draft study report.</i>	
Virginia Street Transit Oriented Development (TOD) Planning Study	
Graham Dollarhide, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/
<i>Status: Existing Conditions task mostly complete with Multimodal Planning task now underway. First project TAC meeting scheduled for 4/10/23.</i>	
Active Transportation Plan	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/
<i>Status: Compiling data and developing materials for outreach.</i>	
RTC Website Update	
RTC Graphics Team	https://www.rtcwashoe.com/
<i>Status: Working with website maintenance contractor to refine web layout/structure.</i>	

ONGOING PROGRAMS

Data Collection Program	
James Weston, Project Manager	N/A
<i>Status: Field survey conducted to determine ideal data collection conditions at identified locations.</i>	
<ul style="list-style-type: none">• <i>First round of data collection locations determined</i>	
Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i>	
<ul style="list-style-type: none">• <i>Coordination with City of Reno and UNR for micromobility pilot data report and summary.</i>• <i>Received debrief on Safe Streets and Roads for All (SS4A) application and preparing for next round.</i>• <i>Planning is working with Engineering to develop design details on roadway network identified in the SS4A grant.</i>• <i>Coordinating with City of Reno staff on data sharing for safety analysis.</i>	
Vision Zero Truckee Meadows	
James Weston, Project Manager	https://visionzerotruckeemeadows.com/
<i>Status: Meeting held on February 27, 2023</i>	
<ul style="list-style-type: none">• <i>Update on SS4A grant application</i>• <i>Tracking various BDRs related to traffic safety legislation</i>• <i>Update on Active Transportation Plan</i>• <i>Discussion of Office of Traffic Safety grant funding</i>	

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities	
Paul Nelson, Project Manager	
<i>Status: RTC staff conducted the following outreach activities from March 17-April 7</i>	
<i>March 17</i>	<i>FREE Safe RIDE for St. Patrick's Day</i>
<i>March 17</i>	<i>Free Rides on Pineapple Pedicabs sponsored by RTC/Cmsr. Devon Reese</i>
<i>March 23</i>	<i>Legislature-Assem. Govt Affairs, Bill Thomas & Mike Hillerby AB214 Testimony</i>
<i>March 24</i>	<i>Alzheimer's Association/Senior Day at Legislature, RTC Provided Bus</i>
<i>April 4</i>	<i>Legislature-Assem. Revenue, Mike Hillerby AB359 Testimony</i>
<i>April 5</i>	<i>RTC Technical Advisory Committee (TAC) Meeting</i>
<i>April 6</i>	<i>RTC Citizens Multimodal Advisory Committee (CMAC) Meeting</i>
<i>April 7</i>	<i>Senior Day at Legislature, RTC provided bus to take seniors to legislature</i>

Media Relations & Social Media	
Paul Nelson, Project Manager	
<i>Status: The RTC issued 6 news releases and received seven media inquiries regarding construction detours for the Oddie Wells Project, 4th Woodland Roundabout, CMAC Recruitment, Public Comment Period to Begin on Sparks Boulevard Project, Speed Feedback Signs.</i>	
<i>Social media was used to promote and provide information about the new Transit App, Micromobility Pilot Project Report and Next Steps Engagement Session, St. Patrick's Day Free RIDE, St. Patrick's Day Free Pineapple Pedicabs, RTC's meeting with Senator Cortez Masto to secure federal funding, Congress' appropriation of \$3 million in 2023 Community Project funding for Villanova Facility Replacement Design, Transit Driver Appreciation Day, Traffic Pattern Changes on Oddie Wells Project, Construction of 4th Woodland Roundabout, CMAC Recruitment, Public Hearing for Sparks Boulevard Project.</i>	
<i>Social media metrics for the month of March: 13,427 impressions on Facebook, Twitter, YouTube, and Instagram.</i>	

Informational Materials and Video Production	
Paul Nelson, Project Manager	
<i>Status: Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the Oddie Wells Project Lane Shifts, CMAC Recruitment, 4th Woodland Roundabout, New Transit App, Speed Feedback Signs on Lakeside Dr., Public Hearing on Sparks Blvd. Project, Commissioner Hartung Resignation, RTC/Aces Micheladas Sponsorship Announcement, Approval of Pyramid Way Project Contract, Free Pineapple Pedicabs, Free St. Patrick's Day RIDE, Placemaking Study on Virginia Street, \$3 Million Congressional Award for Villanova Replacement Study.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Monthly Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BACKGROUND AND DISCUSSION

ATTACHMENT A



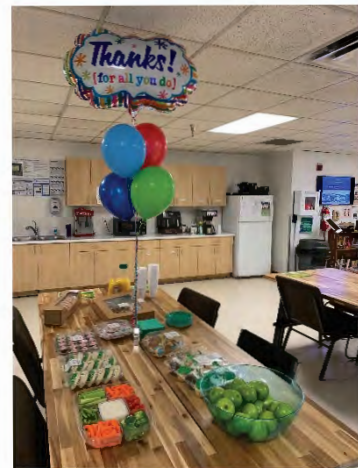
March 18 – National Driver Appreciation Day – Keoli kicked off the celebration on St. Patrick’s Day with green donuts, cupcakes and cookies for the staff. MTM, sponsored a breakfast for its staff the same day. Keolis wrapped up the celebration by having Kenji’s Food truck on site for a staff luncheon on Monday, March 20. RTC delivered over 300 individually wrapped bundlets to Keolis and MTM staff from Nothing Bundt Cakes.



Highlights

RTC RIDE Key Highlights – March

- Released 4 trainees to operations for revenue service.
- 1 driver termination (due to unsatisfactory performance during probation period)
- 3 driver resignations
- 1 dispatcher termination
- 3 days of Inclement weather (snow)
- Provided shelter for residents at 2500 Dickerson Road due to structure fire on 3/8/2023
- Run-cut for upcoming driver bid (May service change)
- 99% completed service hours and trips
- Employee Engagement:
 - March 17th - St. Patrick’s Day treats
 - March 20th - Honored *National Driver Appreciation Day* with Kenji’s Food Truck, and Nothing Bundt Cake Bundtlets provided by RTC
 - March 20th - Handed out umbrellas for all employees
- CUTA Training: Classes continue. Current CYD:
 - 76 employees completed Module 1
 - 16 employees completed Modules 1, 2, 3 & 4
- 1 new grievance, 4 open grievances.
- 7 open ULPs



Keolis represented staffing headcount as of March 31, 2023:

Position	Total Employed	#Needed
Coach Operator Trainees	9	7
Coach Operators	155	10
Dispatchers	5	1
Road Supervisors	4	1
Manager On Duty	5	0
Mechanic A	6	0
Mechanic B	4	0
Mechanic C	3	1
EV Technician	1	0
Maintenance Supervisor	3	0
Electronics Tech	1	1
Body Technician	1	0

Contract Compliance for February

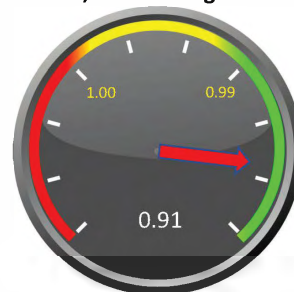
Preventative Maintenance Inspections



Completed Trips



Valid Complaints per 20,000 Passengers



Accident Frequency Ratio



Miles Between Road Calls



On Time Performance



RTC ACCESS Key Highlights – March

Safety:

Accidents:

- 2 Preventable
- 0 Non Preventable

Injuries:

- 1 Modified Duty

YTD Preventable Accident Count: 4

YTD Injury Count: 3

March Safety Blitz – on St. Patrick’s Day included a staff breakfast served with a theme of *Back to Basics LLLC* (look ahead, look around, leave room, and communicate.)

March Safety Meeting - LLLC, Make the Call Security Video, iDrive review

MTM represented staffing headcount as of March 31, 2023:

Position	Total Employed	#Needed
Drivers	53 FT – 8 PT	7 FT – 0 PT
Dispatchers	4 FT – 1 on LOA	0
Reservationists	4. FT	0.5
Mechanic A	1 FT	1
Utility Worker	1	0
Facility Technician	1	0

TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools dropped to 340 as Tesla’s churn continues. RTC staff continues to work with businesses and residents of Incline Village to increase more vanpools. Staff is meeting with the Truckee/North Tahoe TMA (Transportation Management Association) on April 3rd to talk about ways to get more vanpools in the area.
- Washoe County Commissioner Alexis Hill along with RTC staff attended the *Workforce Transportation Roundtable* at Incline Village on March 9th.
 - This event was published in three different Lake Tahoe area newspapers:<https://www.tahodailytribune.com/news/incline-village-association-hosts-workforce-transportation-roundtable-discussion/>



Figure 1-The IVCBA Workforce Transportation Committee met Thursday, March 9 at the Parasol Community Foundation Building. Miranda Jacobsen

Google Alerts

RTC VANPOOL

NEWS

Incline Village association hosts workforce transportation roundtable discussion
Tahoe Daily Tribune
To learn more about the RTC vanpool programs, visit <http://www.rtcwashoe.com/public-transportation/rtc-vanpool>. Community, Incline Village ...

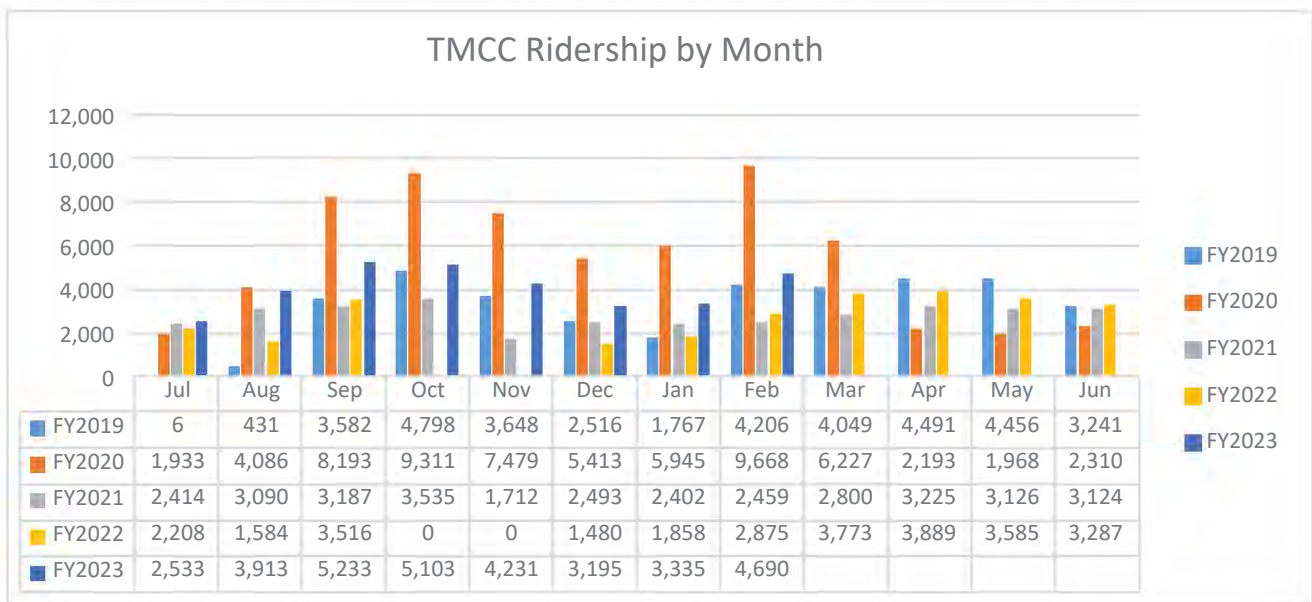
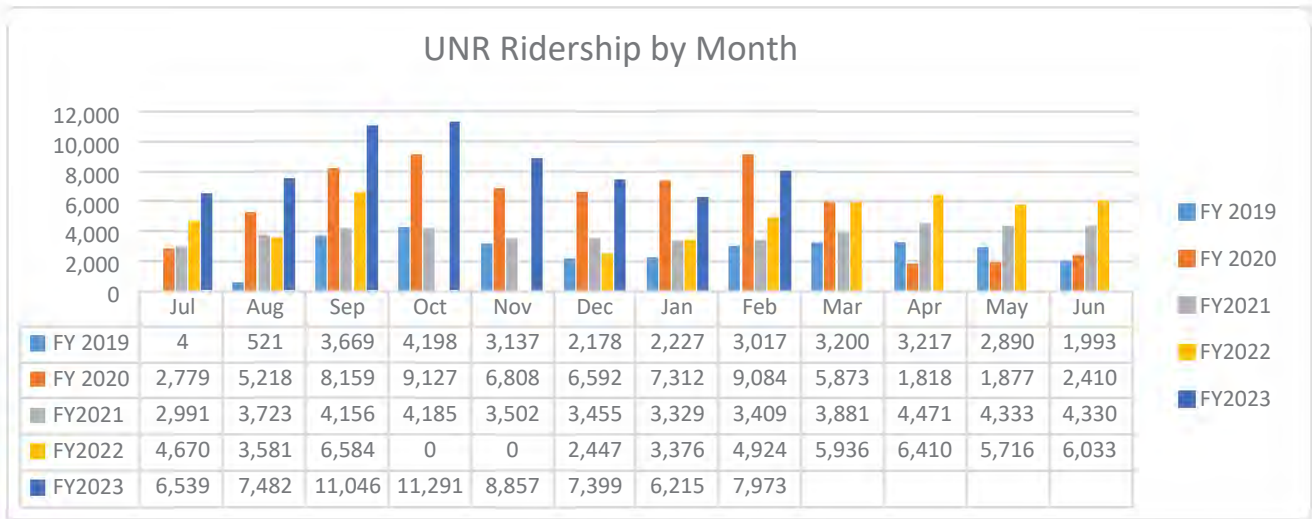
Facebook Twitter Flag as irrelevant

See more results | Edit this alert

- RTC’s ED Pass Program at UNR for February was 62% higher compared to last year at this time, while TMCC’s was 63% higher.
- The Northern Nevada Transportation Management Association has been working on establishing its Board of Directors.
- Staff filmed two KOLO *Road Ahead* segments, one on the Vanpool Program and one on RTC’s Bus Pass Subsidy Program
- Staff will be tabling two Earth Day events: the first at UNR on Wednesday, April 19th, and the second on Saturday, April 22nd at Idlewild Park. RTC will be providing a free shuttle to

the Reno Earth Day events at Idlewild Park from the Courthouse parking lot to the event from 10am to 6pm.

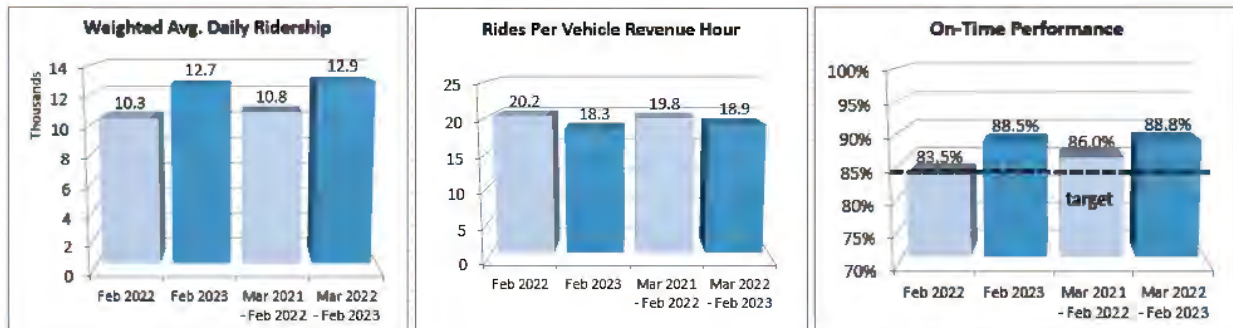
- Ridership numbers from the ED Pass Program through the month of February 2023:



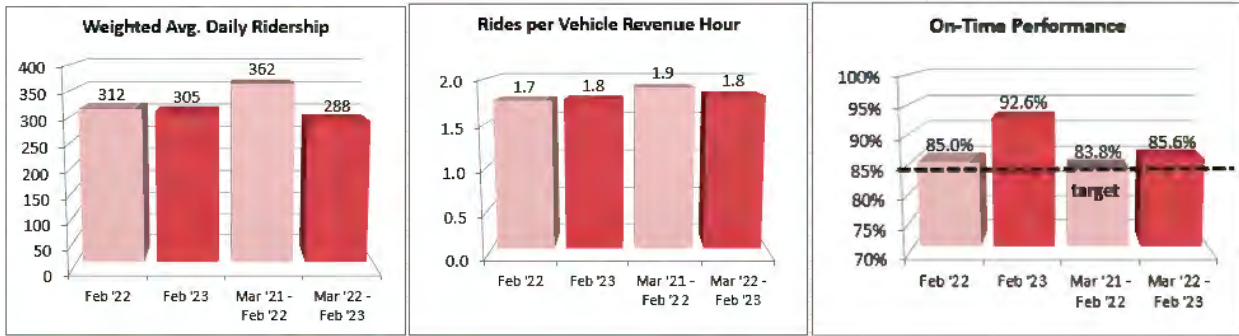
Ridership numbers in October & November of 2021 were affected by the driver strikes.

FEBRUARY 2023 TRANSIT PERFORMANCE

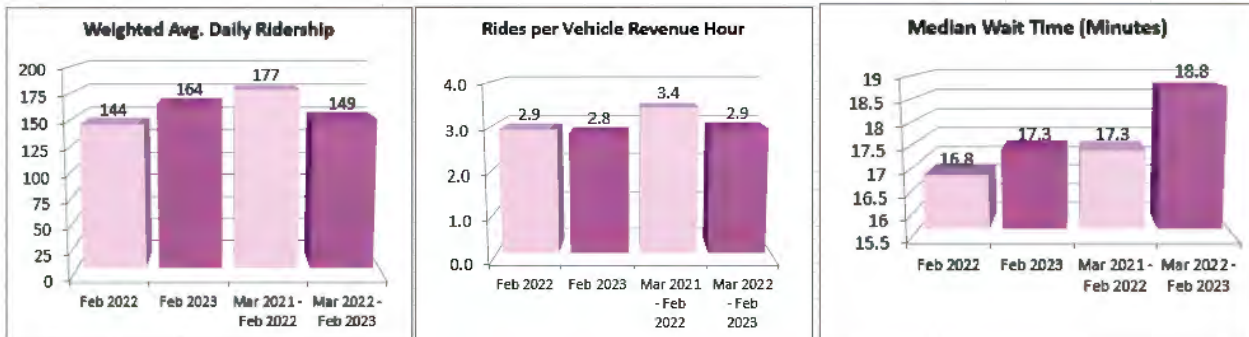
RTC RIDE



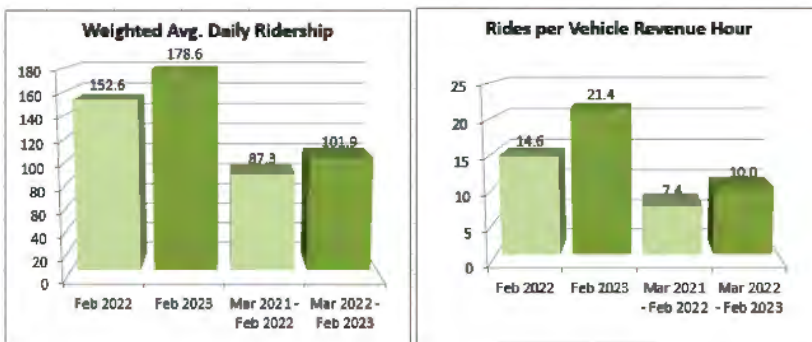
RTC ACCESS



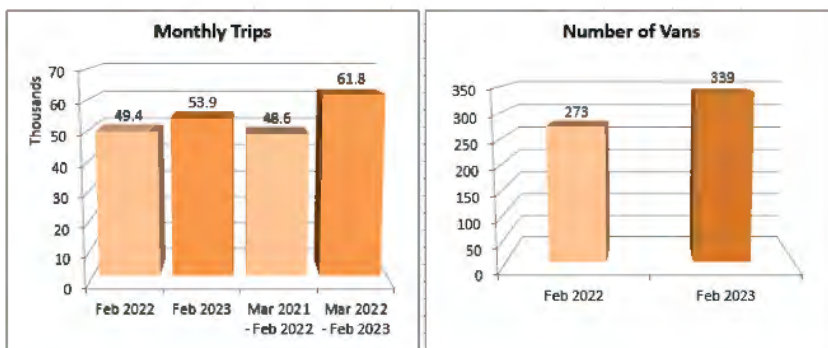
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Engineering Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: Construction was delayed due to weather, but is now underway at various locations in Reno.</i>	

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

CAPACITY/CONGESTION RELIEF PROJECTS

South Virginia Street & I-580 Exit 29 Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/
<i>Status: Ongoing coordination with NDOT and City of Reno. 90% design plans were submitted. Right-of-way process and Public/Stakeholder meetings are underway. Construction is tentatively scheduled for summer 2024.</i>	

Sparks Boulevard	
Amanda Callegari, South Phase Project Manager Jeff Wilbrecht, North Phase Project Manager	SparksBLVDproject.com.
<i>Status: South Phase: Minor construction items including installation of illuminated street signs, PCCP slab replacement, slope erosion improvements, and restriping will occur through May of 2023.</i>	
<i>North Phase: The final Environmental Assessment document for the North Phase is complete and the public hearing is scheduled to be held both virtually and in person during the month of April. The in-person meeting is scheduled for April 19. Utility relocations are being evaluated to ensure project improvements are not in conflict.</i>	

Steamboat Parkway Improvement	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The utility coordination and right-of-way acquisition process is ongoing. Construction is anticipated to start by summer of 2023.</i>	

Traffic Signal Timing 6	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<i>Status: New signal timing plans to be implemented on regional roads throughout the summer.</i>	

Traffic Engineering (TE) Spot 10 – South	
Doug Maloy, Engineering Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: The roundabout construction began in March with the construction of the retaining wall. Construction will continue throughout the summer.</i>	

Traffic Management – ITS Phase 4	
Doug Maloy, Engineering Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: The project will be complete this month pending favorable weather to allow final trench paving at Pyramid Way and Prater Way</i>	

Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: The consultant is completing final design. Right-of-way acquisition and NDOT permitting is ongoing.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The 60% design is complete. Coordination with utility companies is on-going. A Section 408 permit for geotechnical borings was submitted to Carson Truckee Water Conservancy District. Coordination with USACE, FHWA, and NDOT continues.</i>	

Lemmon Drive Traffic Improvements and Resiliency	
Amanda Callegari, Segment 2 Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 2 – A Request for Proposals (RFP) for environmental services and final design was released on January 12, 2023 and proposals were received February 16, 2023. RTC is working toward the procurement of a consultant to perform these services, which are anticipated to begin in June 2023. RTC submitted a FY2023 RAISE Grant Application in February and will be notified of results in June 2023.</i>	

Mill Street Capacity & Safety (Kietzke Lane to Terminal Way)	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: 60% plan review is complete and right-of-way engineering is underway. Coordination with utility companies is on-going. Outreach with adjacent business owners and with Reno Sparks Indian Colony continues.</i>	

Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status: Construction activities resumed on mid-March within the limits of Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno) and Phase 3 (Silverada Boulevard to Sutro Street in Reno). New traffic pattern between Sullivan and US 395.</i>	
<i>Overall construction, including the remaining phases, is anticipated to continue over the next construction seasons and be complete by the third quarter of 2024.</i>	

Sky Vista Parkway Widening Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: Construction activities have resumed. Public outreach efforts continue to develop as the team works on a roundabout education campaign tailored to the project area. This project is anticipated to be complete this fall.</i>	

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

PAVEMENT PRESERVATION PROJECTS

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: The Contract bid was awarded to Q&D Construction (Q&D). Construction is anticipated to start in April 2023.</i>	

Arrowcreek Parkway Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: This project was advertised on March 21, 2023. The bid opening is scheduled for April 18, 2023. Construction is anticipated to begin in June 2023.</i>	

Holcomb Avenue Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/
<i>Status: This Project was advertised on February 8, 2023. Bids were opened on March 8, 2023 and the the project was awarded to Granite Construction. Construction is tentatively scheduled to begin in May 2023 after the TMWA water main replacement project is complete.</i>	

Selmi Drive Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/
<i>Status: DOWL (former Farr West Engineering) is the selected team for the design. The team submitted 50% design plans at the end of March. Construction is tentatively scheduled for spring 2024.</i>	

Sutro Street & Enterprise Road Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Construction contract was awarded to Sierra Nevada Construction (SNC) and construction on Sutro St started on April 3rd and it is expected to be completed by the end of May. Enterprise Rd construction is expected to start by May and be completed by the third week of June.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: This project is on hold due as a result of ongoing coordination with City of Reno.</i>	

Peppermill BRT Station	
Scott Gibson, Project Manager	
<i>Status: The construction is ongoing throughout the summer.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
4th Street (Greenbrae Drive to Gault Way)	First Greenbrae Cooperative Apartments	\$4,981.00	\$0
Arrowcreek (S. Virginia to Rubblestone)	Christopoulos Grandchildrens Trust	\$6,845.00	\$1,560.00
Arrowcreek (S. Virginia to Rubblestone)	MK III Holdings, LLC	\$1,055.00	\$0
Arrowcreek (S. Virginia to Rubblestone)	Whites Creek Properties, LLC	\$1,538.00	\$0

CONTRACTS UP TO \$100,000

Project	Vender	Scope	Amount
n/a			



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.2.5

To: Regional Transportation Commission

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

SUBJECT: Advisory Committee Report

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on April 5, 2023, and acknowledged receipt of a report regarding findings from the City of Reno Micromobility Pilot Project, and recommended approval of the FY 2024 – FY 2025 Unified Planning Work Program (UPWP).

Technical Advisory Committee (TAC)

The TAC met on April 6, 2023, and acknowledged receipt of a report regarding findings from the City of Reno Micromobility Pilot Project, and recommended approval of the FY 2024 – FY 2025 Unified Planning Work Program (UPWP).

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

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

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Judy Tortelli, Project Manager

SUBJECT: First Street Interlocal Reimbursement Agreement with TMWA

RECOMMENDED ACTION

Approve a Reimbursement Agreement with Truckee Meadows Water Authority (TMWA) for water main adjustments on the First Street Rehabilitation and Signal Replacement Project, in the amount of \$209,970.

BACKGROUND AND DISCUSSION

The First Street Rehabilitation and Signal Replacement Project is at the 90% design stage. The Project includes the rehabilitation of First Street from Sierra Street to Virginia Street, and the replacement of the traffic signal system. The proposed storm drain improvements conflict with the existing water infrastructure and TMWA has planned improvements that are within the Project limits. The Interlocal Reimbursement Agreement will incorporate TMWA water improvements in the RTC's First Street Rehabilitation Project to minimize traffic impacts and disruption to downtown Reno area businesses. The costs associated with TMWA work performed by RTC's contractor will be reimbursed by TMWA under this agreement.

FISCAL IMPACT

Funding for this Agreement is included in the FY 2023 budget.

PREVIOUS BOARD ACTION

3/18/2022 Approved a contract with Nichols Consulting Engineers, CHTD, to provide design services and optional engineering during construction for the First Street Rehabilitation project.

INTERLOCAL REIMBURSEMENT AGREEMENT

This agreement (“this Agreement”) is made and entered into on April 24, 2023, by and between the Truckee Meadows Water Authority (“TMWA”), and the Regional Transportation Commission of Washoe County, Nevada (“RTC”).

WHEREAS, RTC is undertaking the First Street Rehabilitation and Signal Replacement Project, a project to rehabilitate First Street from Sierra Street to Virginia Street and replace traffic signals at the First and Sierra Street intersection (hereinafter the “Project”); and

WHEREAS, TMWA owns and operates a municipal water system, including certain underground water mains and infrastructure within and adjacent to the Project; and

WHEREAS, TMWA must adjust certain water system infrastructure within and adjacent to the Project (the “TMWA Adjustments”); and

WHEREAS, RTC will complete the TMWA Adjustments as part of the Project; and

WHEREAS, TMWA will reimburse RTC for the actual cost of the TMWA Adjustments;

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:

1. RTC agrees to:

(a) Enter into an agreement with its contractor to provide all material, construct, install, complete all testing, and perform all necessary work to complete the TMWA Adjustments.

(b) Satisfy the following insurance requirements:

- (1) Require its contractor to maintain commercial general liability (CGL), business automobile, excess/umbrella liability and workers’ compensation/employer’s liability insurance, in at least the amounts shown in (7) below.
- (2) Require that all coverage shall be written on occurrence and not claims-made or claims-made and reported coverage forms.
- (3) Require that all liability coverage shall be primary insurance with respect to RTC and TMWA and any insurance maintained by the RTC or TMWA shall be considered excess and non-contributory.
- (4) Require that all liability coverage shall include a waiver of the insurance carrier’s subrogation rights against RTC and the TMWA.

- (5) Require its contractor to be responsible to provide no less than thirty (30) days written notice to RTC and TMWA prior to the cancellation, non-renewal, or reduction in available limits of insurance or material change in any required coverage.
- (6) Require its contractor to maintain deductible or retention amounts not exceeding 5% of the required per occurrence coverage limits, unless submitted to and approved by the RTC and TMWA.
- (7) Require its contractor to name TMWA as an additional insured under its commercial general liability, automobile and excess/umbrella liability policies maintained by contractor without requirement for a direct written contract or agreement between contractor and TMWA. RTC shall furnish (directly or through its contractor) TMWA with a Certificate of Liability and applicable policy forms or endorsements evidencing commercial general liability (CGL) and, if necessary, commercial excess/umbrella liability insurance with an occurrence of not less than Five Million Dollars (\$5,000,000), Business Auto Coverage and, if necessary, commercial excess/umbrella liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000), Workers' Compensation coverage meeting the statutory requirements of the State of Nevada and Employer's Liability limits of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (8) Require that all policies be written by insurers approved to do business in the State of Nevada and have A.M. Best Ratings of no less than A- VII.
- (9) Require its contractor to include TMWA as an additional insured under its Commercial General Liability coverage for Utility with respect to liability arising out of the completed operations of the contractor, and maintain such insurance for the entire period during construction and for a period of at least 3 years following completion of the contractor's operations.
- (10) Require its contractor to obtain pollution liability coverage for working with, handling, disturbing, removing and disposing of pipe containing transite (ACP) and asbestos. Contractor shall be required to provide disposal manifest(s) for all transite (ACP) and asbestos pipe materials. All work performed on ACP pipe (cutting, removal, storage, transportation and disposal) shall be done per applicable OSHA, Washoe County and TMWA requirements.

(c) Provide material testing services during construction for the TMWA Adjustments.

(d) Notify TMWA three (3) business days prior to the completion of the TMWA Adjustments to request inspection, testing and acceptance by TMWA.

(e) Require its contractor to correct any deficiencies identified during the inspection and testing of the TMWA Adjustments.

(f) Warrant and represent that the TMWA Adjustments shall comply with all applicable state and local laws and ordinances and will strictly comply with the provisions of this Agreement and the plans and specifications. The quality of the material and workmanship used in the TMWA Adjustments will be satisfactory for a period of one (1) year after final acceptance of the TMWA Improvements. Any defects occurring and noticed by RTC or TMWA during the guarantee period shall be corrected by RTC's contractor at no additional cost to TMWA.

(g) Without limiting any other rights or remedies of TMWA, if any defect in the work associated with the TMWA Adjustments, in violation of the foregoing guarantees, arises within twelve (12) months after the date of final acceptance of the TMWA Adjustments by TMWA, RTC shall, upon receipt of written notice of such defect, promptly furnish, at no additional cost to TMWA, all labor, equipment, and materials at the site of the defective work necessary to correct such defect and cause the work to comply fully with the foregoing guarantees. If RTC fails to promptly correct any defect, then TMWA may correct, or cause to have corrected, such defect and RTC shall reimburse TMWA for all such related, reasonable, and verifiable costs of correction.

(h) To provide TMWA, upon determination of the apparent low bidder, the total contract cost of the TMWA Adjustments.

(i) Notify TMWA of any changed conditions that RTC becomes aware of and which affect the contract cost, and allow TMWA to review and approve any changes to the contract cost due to unforeseen conditions.

(j) Allow TMWA or its authorized agents to review and approve contract change orders associated with the construction of the TMWA Adjustments and to execute change orders upon written approval from TMWA or its authorized agents.

(k) Notify TMWA when RTC becomes aware that the actual costs will exceed the estimate in Exhibit A by more than five percent (5%).

(l) Pay in full any and all amounts owed its contractor for performing the TMWA Adjustments.

(m) Submit to TMWA a detailed monthly invoice for the actual amounts of the TMWA Adjustments within sixty (60) calendar days of completion of the TMWA Adjustments.

(n) Maintain all records and documents related to the TMWA Adjustments for at least three (3) years after final payment has been received, and to make the records available for inspection upon request.

(o) Require its contractor to indemnify and hold harmless TMWA and its agents, employees, officers and directors from and against any and all claims, damages, losses, costs and expenses arising from labor, material or construction costs and expenses in connection with the Project other than to the extent arising from the TMWA Adjustments or from TMWA's negligent acts or omissions.

(p) Require its contractor to grant TMWA the status of a co-beneficiary (with the RTC) of any warranty rights provided by its contractor as related to the TMWA Adjustments upon receipt of TMWA's payment.

(q) Upon completion of the Project, and payment by TMWA to RTC for the TMWA Adjustments, RTC shall ensure that no liens by RTC's contractors, subcontractors, materialmen and other providers of labor, equipment or material and/or services encumber the TMWA Adjustments.

2. TMWA agrees to:

(a) Perform inspection of TMWA Adjustments during construction.

(b) Perform specialized labor if required by TMWA for installation of any TMWA Adjustments not identified in the project drawings, specification or details.

(c) Provide RTC with written acceptance or disapproval of contract change orders for the TMWA Adjustments within five (5) business days of receipt. If RTC does not receive a written response within the 5-business-day period, it will be deemed that TMWA consents to the change order and authorizes RTC to execute the change order.

(d) Reimburse RTC for the actual costs it incurs that are directly related to the inclusion of the TMWA Adjustments in the Project, in a total amount not to exceed the contract cost for the TMWA Adjustments plus any additional amounts of TMWA approved or deemed approved contract change orders. Reimbursement shall be due and payable within sixty (60) calendar days after receipt of billing from RTC. RTC will be responsible for costs associated with adjustment of TMWA owned and operated valves, manholes, services, meters, and fire hydrants.

3. It is mutually agreed that each party will cooperate with the other party and its agents in carrying out their respective responsibilities.

4. It is mutually agreed that each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

5. Communications/notices required pursuant to this Agreement shall be in writing and addressed as follows:

If to TMWA: John Zimmerman, General Manager
c/o Steve Volk, Project Manager
Truckee Meadows Water Authority
P.O. Box 30013
Reno, NV 89520

If to RTC: Bill Thomas, AICP, Executive Director
c/o Judy Tortelli, Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502

6. 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 permitted by law from and against any liability including, but not limited to, property damage, and personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers and employees arising out of the performance of this Agreement, and claims, damages, losses, costs and expenses arising from labor, material or construction costs and expenses in connection with the indemnifying party's obligations with respect to the Project.

7. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement without giving effect to its principles of conflicts of laws. Venue for adjudication of any dispute arising out of this Agreement shall be the state and federal courts located in Washoe County, Nevada.

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

9. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be modified unless in writing and signed by the parties.

10. 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.

11. 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.

12. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

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

TRUCKEE MEADOWS
WATER AUTHORITY

Bill Thomas, AICP
Executive Director

John Zimmerman
General Manager

APPROVED AS TO LEGALITY
AND FORM:

Stefanie D. Morris, Esq.

Exhibit A

Estimated Costs

Description: The TMWA Adjustments include relocating approximately 70-feet of 6 inch pipe around future storm drain facilities, and replacing approximately of 50-feet of 12 inch diameter pipe.

**Estimated Costs for Reimbursement to RTC:

Construction:	\$174,970.00
Contingency (20%)	\$35,000.00

TOTAL ESTIMATED AMOUNT: \$209,970.00

** Based on Engineer's Opinion of Probable Cost at 90% design, included as Exhibit A-1. Costs include estimates for direct bid item construction costs associated with the TMWA Adjustments.

EXHIBIT A-1

RTC First Street Rehabilitation Project

RTC Project No. 0212076

PWP-WA-2023-001

TMWA Project No. 10-001.109

TMWA Reimbursement Quantities - April 2023 90% Estimate

Bid Item Number	Description	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	First 6-Inch In-Line Gate Valve	1	EA	\$7,000.00	\$7,000.00
2	First 12-Inch In-Line Gate Valve	1	EA	\$14,000.00	\$14,000.00
3	Sierra 12-Inch In-Line Gate Valve	1	EA	\$14,000.00	\$14,000.00
4	First 6-Inch Gate Valve	1	EA	\$4,000.00	\$4,000.00
5	First Valve Removal & Delivery To TMWA	2	EA	\$1,700.00	\$3,400.00
6	2-inch Service Line Replacement (Contingent Item)	2	EA	\$13,000.00	\$26,000.00
7	First Removal Of 6" Asbestos Cement Pipe	59	LF	\$330.00	\$19,470.00
8	First Removal Of 12" Asbestos Cement Pipe	3	LF	\$400.00	\$1,200.00
9	Disposal Of Asbestos Cement Pipe With AAHSD Plan	1	LS	\$3,000.00	\$3,000.00
10	First 6-inch Diameter Water Main Restrained DI	53	LF	\$900.00	\$47,700.00
11	Sierra 12-inch Diameter Water Main Restrained DI	32	LF	\$1,100.00	\$35,200.00
Total Estimated Cost					\$174,970.00
20% Contingency					\$35,000.00
Total Reimbursement					\$209,970.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.2

To: Regional Transportation Commission

From: Judy Tortelli, Project Manager

SUBJECT: Arlington Bridges USACE 214 Funding Agreement

RECOMMENDED ACTION

Approve a 214 Funding Agreement with the U.S. Army Corps of Engineers, Sacramento District (USACE) for the Arlington Avenue Bridges Replacement Project, in the amount of \$69,792.

BACKGROUND AND DISCUSSION

The Arlington Avenue Bridges Replacement Project includes demolition and replacement of the existing bridges over the Truckee River. USACE Section 408/404/10 permit approval is required prior to construction and the permitting process is anticipated to take at least two (2) years. This funding agreement is a mechanism the USACE has put into place to expedite review of permits. Approval and execution of this 214 Funding Agreement authorizes RTC to provide funds to USACE specifically to cover costs associated with staff time to review Project permits and move permits to the top of the queue.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

6/17/2022 Acknowledged receipt of a report regarding the Arlington Avenue Bridges Replacement project.

SUBJECT: Water Resources Development Act of 2000, Public Law I06-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County

**MEMORANDUM OF AGREEMENT
BETWEEN
REGIONAL
TRANSPORTATION
COMMISSION OF
WASHOE COUNTY AND
THE U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT**

SUBJECT: Water Resources Development Act of 2000, Section 214 Agreement for Regional Transportation Commission of Washoe County.

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into as of this ____ day of _____, 2023 between Regional Transportation Commission of Washoe County, (hereinafter "RTC") and the United States Army Corps of Engineers, Sacramento District (hereinafter the "District"), collectively referred to as "the Parties”.

1. BACKGROUND:

a. The United States Army Corps of Engineers ("Corps"), has regulatory jurisdiction over certain activities occurring in the waters of the United States, including wetlands, pursuant to Section 404 of the Clean Water Act (“CWA”) of 1972, as amended (hereinafter, “Section 404”), and navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act (“RHA”) of 1899, as amended (hereinafter, “Section 10”), and has jurisdiction, pursuant to Section 14 of the RHA (33 U.S.C. § 408) (hereinafter "Section 408"), over all temporary or permanent alterations built by the Corps; and

b. Section 214 of the federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended and codified at 33 U.S.C. 2352, authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army; and

c. The Secretary of the Army has delegated the responsibility of carrying out Section 214 of the WRDA 2000, as amended, to the Chief of Engineers and his delegated representatives; and

d. The Chief of Engineers, by memorandum dated April 18, 2018, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by non-federal entities subject to certain limitations; and

e. The District has indicated it is unable, without additional resources, to expedite the evaluation of Section 404 and Section 10 permit applications and/or requests for permission under Section 408 for RTC-designated priority projects; and

SUBJECT: Water Resources Development Act of 2000, Public Law 106-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County

f. RTC is a non-Federal public entity and requires expedited and priority review of certain projects under Section 404, Section 10, and/or Section 408 as more fully described in this MOA; and

g. The District issued an initial Public Notice, regarding its intent to accept and expend funds contributed by RTC for evaluation of permit applications under Section 404, Section 10 and/or Section 408 requests for permission; and

h. The District has determined that expenditure of funds received from RTC is appropriate, and will issue an informational public notice regarding its decision within thirty (30) days of executing this MOA; and

i. It is understood and acknowledged by all Parties that District's review of Section 404 and Section 10 permit applications and/or Section 408 requests for permission for RTC-designated priority projects will be completely impartial and in accordance with all applicable Federal laws and regulations; and

j. This MOA is intended to: (1) enable the Parties to fully consider, address, and protect environmental resources early in the development of proposed actions; (2) avoid conflicts late in project development through close coordination during early planning and development stages; (3) provide sufficient information to the District for timely analysis of project effects and to assist RTC in developing appropriate mitigation measures; (4) maximize the effective use of limited District personnel resources by focusing attention on projects that would most affect aquatic resources; (5) provide a mechanism for expediting project coordination where necessary, and; (6) provide procedures for resolving disputes in this resource partnering effort.

2. REFERENCES/AUTHORITIES: The Parties enter into this MOA pursuant to the authority granted under 33 U.S.C. § 2352. Now, therefore, the Parties hereby agree to the provisions below.

3. PURPOSE: Pursuant to Section 214 of WRDA 2000, as amended and codified at 33 U.S.C. § 2352, this MOA is entered into by the Parties for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for the District's acceptance and expenditure of funds contributed by RTC to expedite the evaluation of Section 404 and Section 10 permit applications and/or Section 408 requests for RTC-designated priority projects. This MOA is not intended as the exclusive means of obtaining District review of RTC projects. This MOA is a vehicle by which RTC may obtain expedited review of RTC-designated priority projects, outside of the District's standard review process.

4. SCOPE OF SERVICES:

a. The District will expedite the evaluation of Section 404 and Section 10 permit applications and Section 408 requests for permission for RTC-designated priority projects under the jurisdiction of the District in exchange for funds provided by RTC as set forth below. The Corps' Regulatory Program and operations and maintenance expenses are funded as congressionally appropriated line items in the annual Federal

SUBJECT: Water Resources Development Act of 2000, Public Law I06-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County budget. Funds received from RTC will be added to the District's Regulatory Division and operations and maintenance budgets in accordance with 33 U S C. § 2352.

b. The District will provide staffing resources dedicated to expediting the evaluation of RTC designated priority projects, as described more fully below.

c. The District will establish separate internal financial accounts to track receipt and expenditure of the funds associated with its review of RTC-designated priority projects. Funds provided for Section 404 and Section 10 reviews will be kept in a separate account and tracked separately from the funds provided for Section 408 reviews. The District's employees will charge their time and related expenses against the appropriate account(s) when they perform work to expedite review and evaluation of Section 404 and Section 10 permit applications and/or Section 408 requests for RTC-designated priority projects.

d. Funds contributed by RTC hereunder shall be mainly expended to defray the costs of salary, associated benefits, overhead, and travel expenses for existing or additional personnel (including regulatory and staff responsible for processing Section 408 requests for permission, support/clerical staff, and staff of other functional areas of the District) associated with expediting review of RTC designated priority projects under Section 404, Section 10, and Section 408. Such activities will include, but are not limited to, the following: early input and coordination on topics including engineering, environmental, regulatory, permit processing and permitting issues; permit application review and/or Section 408 request review, including all necessary engineering documentation, permit database entry, drawing correction, jurisdictional determinations, site visits, public notice preparation, preparation of correspondence, conduct of the public interest review, review and development of environmental compliance documents, preparation of draft permit decision documents and/or statement of findings, meetings with RTC, stakeholders and applicants, Section 404 and Section 10 permit compliance inspections, mitigation monitoring, preparation of reports/audits of funds expended, technical writing, training, travel, field office set up costs, copying, coordination activities, technical contracting, mitigation bank and in-lieu-fee program documents processing, acquisition of GIS data, agency technical review, real estate evaluation, risk analysis and any other application and/or Section 408 request evaluation-related responsibilities that may be mutually agreed upon. The District will also provide an interagency and stakeholder forum and materials to describe Corps permit authorities and issues, if appropriate.

e. With RTC's prior approval, funds may also be expended to hire contract staff for the purpose of augmenting the resources available to the District's staff for the activities described in Paragraph 4.e. Should RTC not approve hiring contract staff, the District would utilize District staff for the activities described herein. If such expenditures require funding in excess of the amount specified in this MOA, then said contractors shall not be hired until and unless additional funds are approved by RTC and memorialized by written amendment to this MOA.

f. The District will not expend funds provided by RTC for costs associated with the review of District work undertaken by supervisors or other persons or elements of

SUBJECT: Water Resources Development Act of 2000, Public Law I06-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County the District in the decision-making chain of command; however, if a supervisor is performing staff work and not supervisory oversight, funds may be used. The District will not expend funds provided by RTC to defray the costs of activities related to the District's enforcement functions. "Enforcement functions" are defined as those activities related to investigating work not authorized by the District but which required District authorization. The District will not expend funds accepted for Section 408 reviews for any purposes identified in Engineer Circular 1165-2-220, Appendix I, paragraph I-3.

g. In accordance with the Chief of Engineers' memorandum dated January 19, 2018, as amended on April 15, 2019, funds may not be used to continue activities for RTC, should a lapse of federal appropriations result in shutdown or furlough for the District's Regulatory program.

h. If RTC funds are expended and are not replenished, the Parties will terminate this MOA in accordance with Paragraph 12. In the event of termination, any remaining permit applications and/or Section 408 requests for RTC designated priority projects will be processed pursuant to the standard review procedures, in a manner decided by the District.

5. INTERAGENCY COMMUNICATIONS:

a. To provide for consistent and effective communication between the District and RTC, each party will appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on specific Section 404 or Section 10 permit applications and/or Section 408 requests. Each party will issue a letter to the other identifying its Principal Representative within fifteen (15) calendar days of the effective date of this MOA.

b. The Principal Representative for either party may be changed upon advance written notification to the other party.

c. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and delivered personally, or sent by email, or mailed by first-class, registered, or certified mail to the applicable Principal Representative. Any notice, request, demand, or other communication made pursuant to this Paragraph 5 shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) business days after it is mailed or transmitted.

6. RESPONSIBILITIES OF THE PARTIES:

a. RTC shall:

(1) Provide written notification to the District within thirty (30) days after the effective date of this MOA identifying which projects constitute priority projects for the purpose of this MOA. RTC may revise the list of priority projects as necessary during the term of this MOA with reasonable notice to the District. Such changes shall be submitted to the District's Principal Representative in writing in the manner provided by Paragraph 5 and will be effective upon receipt thereof.

SUBJECT: Water Resources Development Act of 2000, Public Law I06-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County

(2) Provide adequate information regarding RTC designated priority projects, scheduling requirements and other specific activities to initiate evaluation of Section 404 and Section 10 permit applications and/or Section 408 requests. Information required for the District to deem a permit application complete, thereby allowing initiation of the permit application review process can be found at 33 C.F.R. 325.1(d), 325.3(a), and in General Conditions of the Nationwide Permit (“NWP”) Program. Basic information for a complete Section 408 request for permission is found in EC 1165-2-220. If additional information is required by the District to make a permit/permission decision or complete a NWP verification or Regional General Permit (“RGP”) notice to proceed, RTC shall provide such additional information within thirty (30) days from receipt of the District’s request. If the additional information required to complete the application/request is not received within thirty (30) days, or if the information submitted is insufficient, the District may withdraw the application/request until sufficient information is received.

(3) Make a reasonable effort to provide the District with information on other projects with RTC involvement that may affect the District's workload and staff availability (e.g., schedules for projects with individual permits or requests to modify federal projects).

(4) In consultation with the District, as appropriate, establish realistic schedules for the District’s involvement in RTC-designated priority projects. Work closely with the District to adjust priorities and schedules in order to make optimal use of available personnel resources. If overlaps or conflicts occur in schedules for RTC-designated priority projects, RTC will work with the District to resolve such overlaps or schedule conflicts.

(5) To the best of its ability, ensure the participation of all essential personnel and decision makers during the permit and/or request for permission evaluation process.

(6) Participate in quarterly status meetings with the District to discuss RTC-designated priority projects, schedules, workloads, proposed budgets, any upcoming priorities, and other related matters. To keep expectations accurate and current, RTC will provide the District with updated information about RTC-designated priority projects at the quarterly status meetings.

(7) Provide funding pursuant to the terms of this MOA and provide adequate resources to fund existing or additional District personnel for the purpose of expediting the review of RTC-designated priority projects.

b. The District shall:

(1) Supplement or reassign its existing personnel, with qualified personnel within projected funding levels provided by the RTC under this MOA.

(2) Expedite review of Section 404 and Section 10 permit applications and/or Section 408 requests for permission for RTC-designated priority projects in accordance with the terms and conditions of this MOA. The District shall not redirect resources from, or otherwise postpone, other RTC projects submitted through the standard District review process or covered by a separate MOA under Section 214 of the WRDA 2000.

SUBJECT: Water Resources Development Act of 2000, Public Law I06-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County

(3) Consult with RTC regarding an adjustment of priorities or establishment of relative priorities if the current and/or projected workload of RTC-designated priority projects and activities exceeds District's ability to provide the services specified in this MOA or negotiate additional funding in accordance with Paragraph 7, below.

(4) Provide RTC a quarterly summary report of progress made under this MOA. This report will describe achievements, including any improvements the District has documented in coordinating and improving the efficiency of environmental reviews, and will summarize expenditures to date. The report also will identify any recommendations for improving consultation and coordination among the Parties to this MOA.

(5) Participate in quarterly status meetings with RTC to discuss RTC-designated priority projects, schedules, workloads, proposed budgets, any upcoming priorities, and other related matters.

(6) Designate a Regulatory Project Manager and/or a Section 408 Project Manager who will make his or her best efforts to attend periodic meetings with RTC.

7. FUNDING:

a. No later than thirty (30) days after the effective date of this MOA, RTC shall make two lump sum payments to the District of (1) \$42,817.00, the anticipated costs expected to be incurred by the District for review of Section 408 permission requests under this MOA through the end of federal fiscal year, and (2) \$26,975.00, the anticipated costs expected to be incurred by the District for review of Section 404 and Section 10 applications through the end of federal fiscal year 2023, in accordance with the itemized budget estimate provided in Appendix A. The phrase "federal fiscal year" in this MOA refers to the period beginning October 1 of each year and ending on September 30 of the following year. For example, federal fiscal year 2023 is from October 1, 2022 through September 30, 2023. The District will provide an invoice for upcoming Section 408 permissions and Section 404 and Section 10 applications each year.

b. No later than September 1, 2023 and annually thereafter, the District will provide RTC with an anticipated cost estimate that provides an estimate of costs for the next federal fiscal year, including any proposed changes in the level of staffing. Upon receipt of the District's anticipated cost estimate and in advance of the District incurring any costs for the next federal fiscal year, RTC will make two lump sum payments to the District in the total amount specified in the District's anticipated cost estimate.

c. Services under this MOA will continue until federal fiscal year 2027. In the event RTC elects to continue services beyond federal fiscal year 2027, no later than August 1, 2027, and annually thereafter while this MOA remains in effect, RTC shall provide written notice of this decision to the District's Principal Representative.

d. Costs incurred by the District under this MOA may increase due to the Federal Government's General Schedule increases and locality pay adjustments. In the event of such increases, the District will promptly notify RTC in writing of the additional amount necessary to continue services under this MOA. Upon receipt of such notice, RTC may either make a lump sum payment for the additional amount within sixty (60) calendar days

SUBJECT: Water Resources Development Act of 2000, Public Law I06-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County after receipt of the notice, continue the same level of service until funds are expended, or agree to a reduced level of service.

e. The funds specified in Paragraph 7.a. above will be payable in two lump sum payments in advance of the District incurring any financial obligations or performing work under this MOA and no later than thirty (30) days after the effective date of this MOA as defined in Paragraph 14. Payment will be made by check to the Finance and Accounting Officer, U.S. Army Corps of Engineers, Sacramento District 1325 J Street, Sacramento, California, 95814-2922 or electronic funds transfer in accordance with Standard Operating Procedure UFC 08 (Appendix B).

f. If RTC elects to continue services under this MOA in accordance with Paragraph 7.b., the District will credit any funds remaining at the end of the fiscal year to the following federal fiscal year's payment. If RTC chooses not to continue services under this MOA or this MOA is terminated for any other reason or expires, the District will return any remaining funds, in accordance with Paragraph 12.

g. If, during any federal fiscal year, the District determines its actual costs for providing expedited reviews under this MOA through the end of the federal fiscal year will exceed the amount of funds available, at least ninety (90) days prior to the date the District expects funds to be exhausted, the District will notify the RTC Principal Representative in writing of the additional amount(s) needed to continue to provide expedited reviews through the end of the federal fiscal year. RTC will have the option of (i) making additional payment(s) to the District, within sixty (60) calendar days after receipt of the notice, for continued services under the MOA through the end of the federal fiscal year; (ii) agreeing to continue to receive services under the MOA until funds are exhausted, at which time any remaining RTC-designated priority projects will be processed pursuant to the standard review procedures, in a manner decided by the District; or, (iii) agreeing to a reduced level of service under this MOA.

h. By signing this MOA, RTC certifies that the necessary funds are available and will be transferred to the District in accordance with the terms of this MOA. The District shall not perform any services or incur any expenditures under this MOA unless and until RTC has made the lump sum payments to the District and such funds are available for use.

8. **APPLICABLE LAWS:** All applicable statutes, regulations, policies, directives, and procedures of the United States will govern this MOA and all documents and actions pursuant to it. Unless otherwise required by law, all expedited reviews of Section 404 and Section 10 permit applications and/or Section 408 requests for permission associated with RTC-designated priority projects, undertaken by the District, will be governed by Corps national regulations, policies and procedures as well as local District policies and procedures.
9. **DISPUTE RESOLUTION:** The Parties agree that, in the event of a dispute between the Parties, the RTC and the District shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The Parties agree that, in the event such measures fail to resolve the dispute, they will proceed in accordance with Federal law.
10. **PUBLIC INFORMATION:** The District will not be responsible for justifying or

SUBJECT: Water Resources Development Act of 2000, Public Law 106-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County explaining RTC programs or projects before other agencies, departments and offices. The District may provide, upon request from RTC, any assistance necessary to support justification or explanations of activities conducted under this MOA. In general, the District is responsible only for public information regarding the District's regulatory and operations and maintenance activities. RTC will give the District advance notice before making formal, official statements regarding District activities funded under this MOA.

11. MISCELLANEOUS:

a. This MOA will not affect any pre-existing or independent relationships or obligations between RTC and the District.

b. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

c. The District's participation in this MOA does not imply endorsement of RTC projects nor does it diminish, modify, or otherwise affect the District's statutory or regulatory authorities.

d. This MOA, including any documents incorporated by reference or attachments thereto, but excluding the pre-existing relationships or obligations between the Parties referenced in subparagraph 11.a. above, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

e. This MOA is entered into by the Parties and the rights and obligations herein cannot be transferred to any other entities.

12. AMENDMENT, MODIFICATION AND TERMINATION:

a. This Agreement may be modified or amended only by written, mutual agreement of the Parties.

b. Either party may terminate this MOA by providing written notice to the other party. Such termination shall be effective upon the sixtieth (60th) calendar day following notice, unless a later date is set forth. In the event of termination, RTC shall continue to be responsible for all costs incurred by the District under this MOA prior to the effective date of such termination and for the costs of closing out or transferring any on-going RTC-designated priority projects. Any outstanding RTC-designated priority permission requests will be processed pursuant to the standard review procedures, in a manner to be decided by the District.

c. Within ninety (90) days of termination of the MOA, the District shall conduct an accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the District shall return to RTC any funds advanced in excess of the actual costs, subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et seq.). Funds may be provided to RTC either by check or by electronic funds transfer.

13. REVIEW OF THE MOA: The Parties will review the terms of this MOA annually or on another frequency as determined by the Parties.

SUBJECT: Water Resources Development Act of 2000, Public Law I06-541 (WRDA 2000) Agreement for Regional Transportation Commission of Washoe County

14. EFFECTIVE DATE AND DURATION: This MOA will become effective when signed by both RTC and the District. This MOA shall remain in force until the MOA is terminated pursuant to Paragraph 12.
15. INTEGRATION: This MOA, including any documents incorporated by reference or attachments thereto, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

SUBJECT: Water Resources Development Act of 2000, Public Law I06-541 (WRDA 2000) Agreement for Stockton East Water District

IN WITNESS WHEREOF, the Agreement is executed by RTC, acting by and through its General Manager or his designee, and by the U.S. Army Corps of Engineers, Sacramento District through its authorized officer.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY:

DocuSigned by:
Bill Thomas
1660EC067E3D494...

Bill Thomas,
AICP
Executive
Director

April 12, 2023

(Date)

FOR THE U. S. ARMY SACRAMENTO DISTRICT OF ENGINEERS:

Chad W. Caldwell, P.E.
Colonel, U.S. Army
Commander and District Engineer

(Date)

APPENDIX A

Regional Transportation Commission of Washoe County
 FY23 Scope of Work
 FEB 2023 - SEP 2023

408 for Arlington Bridge

Task	Description	Hours	Fully burdened Charge Rate (Varies from \$119-\$210)	Start	Finish
1	Operations PM oversight	40	\$ 5,520.00	15-Feb-23	30-Sep-23
2	Operations review	25	\$ 3,450.00	15-Feb-23	30-Sep-23
3	Environmental and Cultural Review	2	\$ 302.00	15-Feb-23	30-Sep-23
4	Drilling Program Plan review	20	\$ 3,600.00	15-Feb-23	30-Sep-23
5	Levee Safety review	45	\$ 8,100.00	15-Feb-23	30-Sep-23
6	Hydraulics review	45	\$ 9,225.00	15-Feb-23	30-Sep-23
7	Real Estate Review	10	\$ 1,000.00	15-Feb-23	30-Sep-23
8	Technical review closeout	30	\$ 5,400.00	15-Feb-23	30-Sep-23
9	Document preparation and writing	15	\$ 2,070.00	15-Feb-23	30-Sep-23
10	Project closeout	10	\$ 1,500.00	15-Feb-23	30-Sep-23
11	Administrative support	5	\$ 550.00	15-Feb-23	30-Sep-23
12	Contingency	10	\$ 2,100.00	15-Feb-23	30-Sep-23
TOTAL			\$ 42,817.00		

404/10

Task	Description	Hours	Fully burdened Charge Rate	Start	Finish
1	Regulatory Division Administrative Support	20	\$ 1,359.40	15-Feb-23	30-Sep-23
2	Regulatory Division Project Manager	200	\$ 25,616.00	15-Feb-23	30-Sep-23
TOTAL			\$ 26,975.40		

APPENDIX B



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
FINANCE CENTER
5722 INTEGRITY DRIVE MILLINGTON
TENNESSEE 38054-5005

CEFC-FD

November 4, 2014

To Whom It May Concern:

U.S. Army Corps of Engineers can receive funds via ACH/EFT using the following:

Bank Name: Cash Link-ACH Receiver
Account Name: USACE Finance Center
Bank ABA Number: 051036706
Account Number: 220025
Bank Address: Riverdale MD
Account Type: Checking

U.S. Army Corps of Engineers can receive funds via Wire Transfer using the following:

Bank Name: Treas NYC/Funds Transfer Division
Account Name: Treas NYC/CTR/BNF=/AC-00008736
Bank ABA Number: 021030004
Account Number: 00008736
Bank Address: Federal Reserve Bank New York City, NY

When funds are being transferred electronically, please let me know in advance so we can be on the lookout for the payment.

If you have any questions or concerns, please contact me at Kevin.J.Heath@usace.army.mil or 901-873-9135.

Sincerely,

Shirley Lee Autry
Principal Deputy Director
US Army Corps of Engineers
Finance Center

Kevin J Heath
Disbursing Officer
US Army Corps of Engineers
Finance Center



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.3

To: Regional Transportation Commission

From: Judy Tortelli, Project Manager

SUBJECT: Arlington Bridges NDOT LPA Agreement for Right-of-Way and Construction

RECOMMENDED ACTION

Approve a Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project, for right-of-way and construction in the amount of \$25,000,000.

BACKGROUND AND DISCUSSION

The Arlington Avenue Bridges Replacement Project includes demolition and replacement of the existing bridges over the Truckee River. Approval and execution of this LPA Agreement would authorize the expenditure of federal funds. NDOT will assist the RTC in the completion of the project and reimburse the RTC in accordance with the terms and conditions in the agreement. The RTC has received \$7,000,000 in Federal RAISE Grant funds, \$2,000,000 in Federal Congressional Directed Funds, and \$5,900,000 in Federal Surface Transportation Block Grant (STGB) funds. These federal funds will be utilized for construction of the Project.

FISCAL IMPACT

The Project is funded using Federal and Local Fuel Tax funds. Approval of the LPA Agreement would obligate \$7,000,000 in Federal RAISE Grant funds with a (60/40) local match requirement, \$2,000,000 in Federal Congressional Directed Funds with a (95/5) local match requirement, \$5,900,000 in Federal Surface Transportation Block Grant (STGB) funds with a (95/5) local match requirement, and \$10,100,000 in Local Fuel Tax funds. Funding for this project is included in the FY 2023 and FY 2024 budgets.

PREVIOUS BOARD ACTION

6/22/2023 Acknowledged receipt of a report regarding the Arlington Avenue Bridges Replacement project.

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
ARLINGTON AVENUE BRIDGES REPLACEMENT CONSTRUCTION

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, NV 89502, hereinafter referred to as the "RTC".

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the RTC is willing to agree to acquire right-of-way, adjust and/or relocate utility facilities, advertise, award, and manage construction of Arlington Avenue Bridges Replacement Construction Project as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Washoe County for Federal Surface Transportation Block Grant (STBG) funds, Congressionally Designated Spending (CDS) funds, as well as RAISE Discretionary Grant (RAISE) funds; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Unique Entity Identifier (UEI) V5JZKHRMKNK33 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the RTC with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the RTC's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal STBG funding for the PROJECT in a maximum amount of Five Million Nine Hundred Thousand and No/100 Dollars (\$5,900,000.00) and to obligate Federal CDS funding for a maximum amount of Two Million and No/100 Dollars (\$2,000,000.00) and to obligate Federal RAISE funding for a maximum amount of Seven Million and No/100 Dollars (\$7,000,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

6. To review and comment on the RTC's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

7. Once the Tapered Match request is approved by the FHWA, as is needed for the RAISE Grant, and funding is authorized, to provide the RTC with a written "Notice to Proceed" authorizing the right-of-way acquisition for the PROJECT in accordance with the terms of this Agreement. The "Notice to Proceed" will include the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

8. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.

9. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

10. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.

11. To review the DBE information submitted to the RTC by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the RTC with the results of such review.

12. To review and approve the RTC's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

13. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

14. To authorize the RTC to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications, and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, the RAISE Grant Agreement is in place, and the funding authorized by FHWA.

15. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

16. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the RTC's compliance with applicable Federal and State requirements.

17. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the RTC as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

18. To review the RTC's as-built plans and to attend the RTC final inspection of the PROJECT.

19. To reimburse the RTC upon receipt of an invoice for fifty-nine and 60/100 percent (59.60%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

ARTICLE II - RTC AGREES:

1. To perform or have performed by consultant forces: (a) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (b) acquire right-of-way; (c) coordinate utility relocations; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with RTC standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To enter into an agreement with the City of Reno to: (a) require those utility companies having franchise agreements with the City of Reno when permitted under the terms

of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or RTC; (b) accept the right-of-way acquired by the RTC for the PROJECT; and (c) to accept maintenance responsibilities including utility costs for the improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

6. To hold a right-of-way setting meeting at the sixty percent (60%) design phase wherein the RTC shall provide plans showing limits of existing right-of-way and easements and any necessary right-of-way for the PROJECT, i.e., Fee Acquisitions, Permanent and Temporary Easements, and Permission to Construct limits.

7. To proceed with the PROJECT right-of-way acquisition only after receiving a written "Notice to Proceed" from the DEPARTMENT.

8. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

9. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the RTC; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The RTC shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

10. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

11. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

12. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for

monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

13. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

14. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

15. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

16. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

17. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

18. To perform PROJECT documentation and quality control during contract administration according to the RTC's established procedures, as approved by the DEPARTMENT. If the RTC does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

19. To monitor compliance with subcontracting, prompt payments, and DBE requirements using the DEPARTMENT's Civil Rights and Labor System for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through the DEPARTMENT's Civil Rights and Labor System.

20. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <https://www.govinfo.gov/content/pkg/CFR-2022-title2-vol1/pdf/CFR-2022-title2-vol1-part170.pdf>.

21. As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total

reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

22. To be responsible for the forty and 40/100 percent (40.40%) match of Federal STBG, CDS and RAISE Grant funds in an amount not to exceed Ten Million One Hundred Thousand and No/100 Dollars (\$10,100,000.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

23. To accept maintenance responsibilities for the improvements consisting of bridges, pedestrian facilities, and landscaping constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the RTC's overall maintenance budget allocated by the RTC's governing body.

24. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2030, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The RTC's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

RTC Right-of-Way Costs:	\$ 300,000.00
DEPARTMENT Construction Engineering Costs:	\$ 110,000.00
RTC Construction Engineering Costs:	\$ 2,590,000.00
Construction	<u>\$ 22,000,000.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 25,000,000.00

Available Funding Sources:

Federal RAISE Grant Funds:	\$ 7,000,000.00
Federal STBG Funds:	\$ 5,900,000.00
Federal CDS Funds:	\$ 2,000,000.00
RTC Match Funds:	<u>\$ 10,100,000.00</u>
<u>Total PROJECT Funding:</u>	\$ 25,000,000.00

6. The RTC may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The RTC is responsible for any costs incurred on the PROJECT after the "project end date." The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the RTC for right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. The RTC's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total

obligated amount, as established in Article I, Paragraph 3.

10. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The RTC acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or RTC funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

12. Should this Agreement be terminated by the RTC for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the RTC's failure to perform, the RTC shall reimburse the DEPARTMENT for any payments made to the RTC and any PROJECT costs incurred by the DEPARTMENT.

13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
Email: pskanegsberg@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director
Attn: Judy Tortelli, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502
Phone: (775) 843-1212
Fax: (775) 348-1058
Email: jtortelli@rtcwashoe.com

14. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages.

Actual damages for any DEPARTMENT or 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.

16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. 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, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

19. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all

subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

25. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

26. 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.

27. 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.

28. 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.

29. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

30. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

31. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

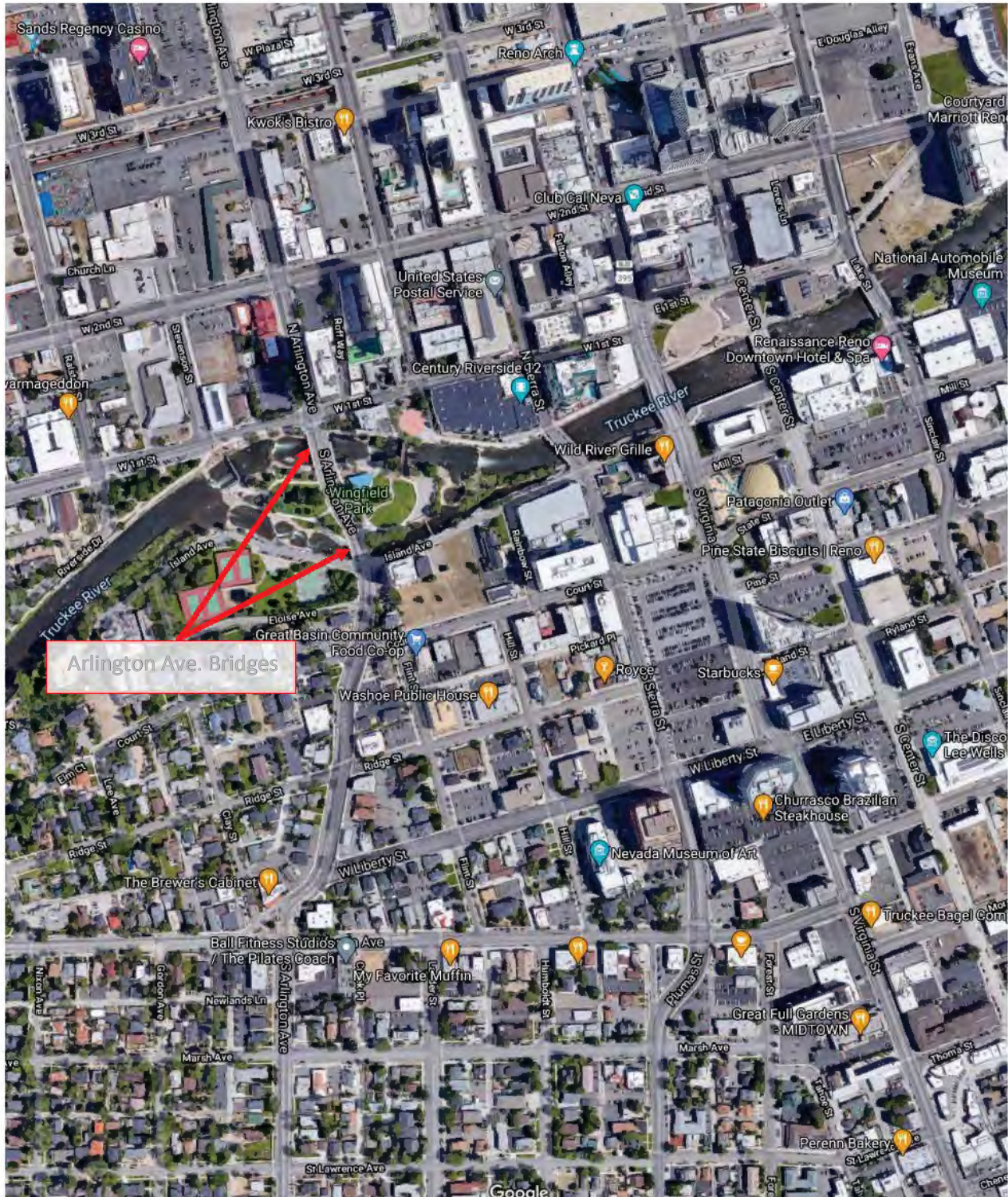
Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
ARLINGTON AVENUE BRIDGES REPLACEMENT

Acquire Right-of-Way and construct the Arlington Avenue bridges over the Truckee River at Wingfield Park.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
 - II. Nondiscrimination
 - III. Non-segregated Facilities
 - IV. Davis-Bacon and Related Act Provisions
 - V. Contract Work Hours and Safety Standards Act Provisions
 - VI. Subletting or Assigning the Contract
 - VII. Safety: Accident Prevention
 - VIII. False Statements Concerning Highway Projects
 - IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
 - X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - XI. Certification Regarding Use of Contract Funds for Lobbying
 - XII. Use of United States-Flag Vessels:
- ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the

discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full

efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and

Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,

employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted

to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not

ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect

or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or

vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier

Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(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 fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (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, 2 CFR 180.800;

(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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a

recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) “Disadvantaged Business” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor’s disadvantaged business enterprise program.

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

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Name (please type or print)

Signature

Title

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

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.: _____ Contractor: _____
Project No(s): _____ Address: _____
Total Bid Amount \$ _____
Contract DBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:					

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): \$ _____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

Contractor's Signature Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION
 (For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

_____ Contractor's Signature _____ Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: _____ Contractor: _____

Project No(s).: _____ Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

_____ Contractor's Signature _____ Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION
(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____
 Project No(s) : _____ Address: _____
 Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

Attachment C

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

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

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

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment D

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

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Name (please type or print)

Signature

Title

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.4

To: Regional Transportation Commission

From: Judy Tortelli, Project Manager

SUBJECT: Arlington Bridges NDOT LPA Agreement Amendment No. 1 for Preliminary Engineering

RECOMMENDED ACTION

Approve Amendment No. 1 to Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project, to remove the right-of-way and construction phases and reduce the amount by \$10,526,316 for a new amount of \$5,000,000.

BACKGROUND AND DISCUSSION

The Arlington Avenue Bridges Replacement Project includes demolition and replacement of the existing bridges over the Truckee River. Approval and execution of this LPA Agreement Amendment No. 1 would remove the right-of-way and construction phases and authorize the expenditure of federal funds. The right-of-way and construction phases of the Project are included in a separate NDOT LPA Agreement.

NDOT will assist the RTC in the completion of the preliminary engineering for the project and reimburse the RTC in accordance with the terms and conditions in the agreement. The RTC has received \$3,300,944 in Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funds and \$84,953 in Federal Surface Transportation Block Grant (STGB) funds. These federal funds will be utilized for the preliminary engineering for the Project.

FISCAL IMPACT

The Project is funded using Federal and Local Fuel Tax funds. Approval of the LPA amendment would obligate \$3,300,944 in Federal CRRSAA funds with a (100/0) local match requirement, \$1,614,103 in Federal Surface Transportation Block Grant (STGB) funds with a (95/5) local match requirement, and \$84,953 in Local Fuel Tax funds. Funding for this project is included in the FY 2023 and FY 2024 budgets.

PREVIOUS BOARD ACTION

6/17/2022 Acknowledged receipt of a report regarding the Arlington Avenue Bridges Replacement project.

Amendment No. 1 to
COOPERATIVE (LOCAL PUBLIC AGENCY) Agreement No. PR280-21-063

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, NV 89502, hereinafter referred to as the "RTC".

WITNESSETH:

WHEREAS, on June 3, 2021, the parties entered into Agreement No. PR280-21-063 to design and construct new bridges across the Truckee River at Arlington Avenue; and

WHEREAS, the RTC desires to change the scope of this project such that the RTC agrees to design, complete the NEPA documentation, and prepare for the right-of-way acquisition process for the Arlington Avenue Bridges Replacement Project as outlined in the Project Scope attached hereto and incorporated herein as Attachment A-1 (hereinafter "PROJECT"); and

WHEREAS, the total estimated PROJECT costs must be decreased by Ten Million, Five Hundred Twenty-Six Thousand, Three Hundred and Sixteen and No/100 Dollars (\$10,526,316.00) due to the construction of the Arlington Bridges being moved to a separate project; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Unique Entity Identifier (UEI) Number V5JZKHRMNK33 will be used in place of the DUNS number for reporting purposes; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR280-21-063.

NOW, THEREFORE, the parties agree as follows:

- A.** Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:

"To obligate Federal STBG funding for the PROJECT in a maximum amount of One Million Six Hundred Fourteen Thousand One Hundred Three and No/100 Dollars (\$1,614,103.00) and to obligate CRRSAA funding for a maximum amount of Three Million Three Hundred Thousand Nine Hundred Forty-Four and No/100 Dollars (\$3,300,944.00)."
- B.** Article I, Paragraph 9, is deleted.
- C.** Article I, Paragraph 10, is deleted.
- D.** Article I, Paragraph 11, is deleted.
- E.** Article I, Paragraph 12, is deleted.
- F.** Article I, Paragraph 19, is deleted.
- G.** Article I, Paragraph 20, is deleted.
- H.** Article I, Paragraph 21, is amended by deleting it in its entirety and inserting in its

place:

“To assign a Local Public Agency Coordinator to act as the DEPARTMENT’s representative to monitor the RTC’s compliance with applicable Federal and State requirements.”

I. Article I, Paragraph 22, is deleted.

J. Article I, Paragraph 23, is deleted.

K. Article I, Paragraph 24, is amended by deleting it in its entirety and inserting in its place:

“To reimburse the RTC upon receipt of an invoice for CRRSAA funding at One Hundred percent (100%) and STBG funding at ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf>.

L. Article II, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:

“To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) complete the survey and engineering to prepare right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired; and (e) coordinate utility relocations, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA “Contract Administration Core Curriculum Participant’s Manual and Reference Guide” at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with RTC standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.”

M. Article II, Paragraph 2, is deleted.

N. Article II, Paragraph 10, is deleted.

O. Article II, Paragraph 11, is deleted.

P. Article II, Paragraph 12, is deleted.

Q. Article II, Paragraph 15, is deleted.

- R.** Article II, Paragraph 16, is deleted.
- S.** Article II, Paragraph 17, is deleted.
- T.** Article II, Paragraph 18, is deleted.
- U.** Article II, Paragraph 19, is deleted.
- V.** Article II, Paragraph 20, is deleted.
- W.** Article II, Paragraph 21, is deleted.
- X.** Article II, Paragraph 22, is deleted.
- Y.** Article II, Paragraph 23, is deleted.
- Z.** Article II, Paragraph 24, is deleted.

- AA.** Article II, Paragraph 26, is amended by deleting it in its entirety and inserting in its place:

“As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PS&E submittal including the 100% PS&E Certification Letter by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT’s Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.”

- BB.** Article II, Paragraph 27, is amended by deleting it in its entirety and inserting in its place:

“To be responsible for the five percent (5%) match of Federal STBG funds in an amount not to exceed Eighty-Four Thousand Nine Hundred Fifty-Three and No/100 Dollars (\$84,953.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC’s budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.”

- CC.** Article III, Paragraph 4, is deleted.

- DD.** Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

“The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs: \$ 42,500.00
RTC Preliminary Engineering Costs: \$ 4,957,500.00

Total Estimated PROJECT Costs: \$ 5,000,000.00

Available Funding Sources:
FHWA CRRSAA Funds (100%): \$ 3,300,944.00
Federal STBG Funds (95%): \$ 1,614,103.00
RTC Match Funds (5%): \$ 84,953.00

Total PROJECT Funding: \$ 5,000,000.00"

EE. Article III, Paragraph 7, is amended by deleting it in its entirety and inserting in its place:

"The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the RTC for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, and utility coordination. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM."

FF. Article III, Paragraph 13, is amended by deleting it in its entirety and inserting in its place:

"All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin-Thomason, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
Email: pkanegsberg@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director

Attn: Judy Tortelli, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502
Phone: (775) 843-1212
Fax: (775) 348-1058
Email: jtortelli@rtcwashoe.com

- GG.** “Attachment A” is amended by deleting it in its entirety and inserting in its place “Attachment A-1”.
- HH.** All of the other provisions of Agreement No. PR280-21-063 dated June 3, 2021, shall remain in full force and effect as if fully set forth here.

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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Form:

Approved as to Legality & Form:

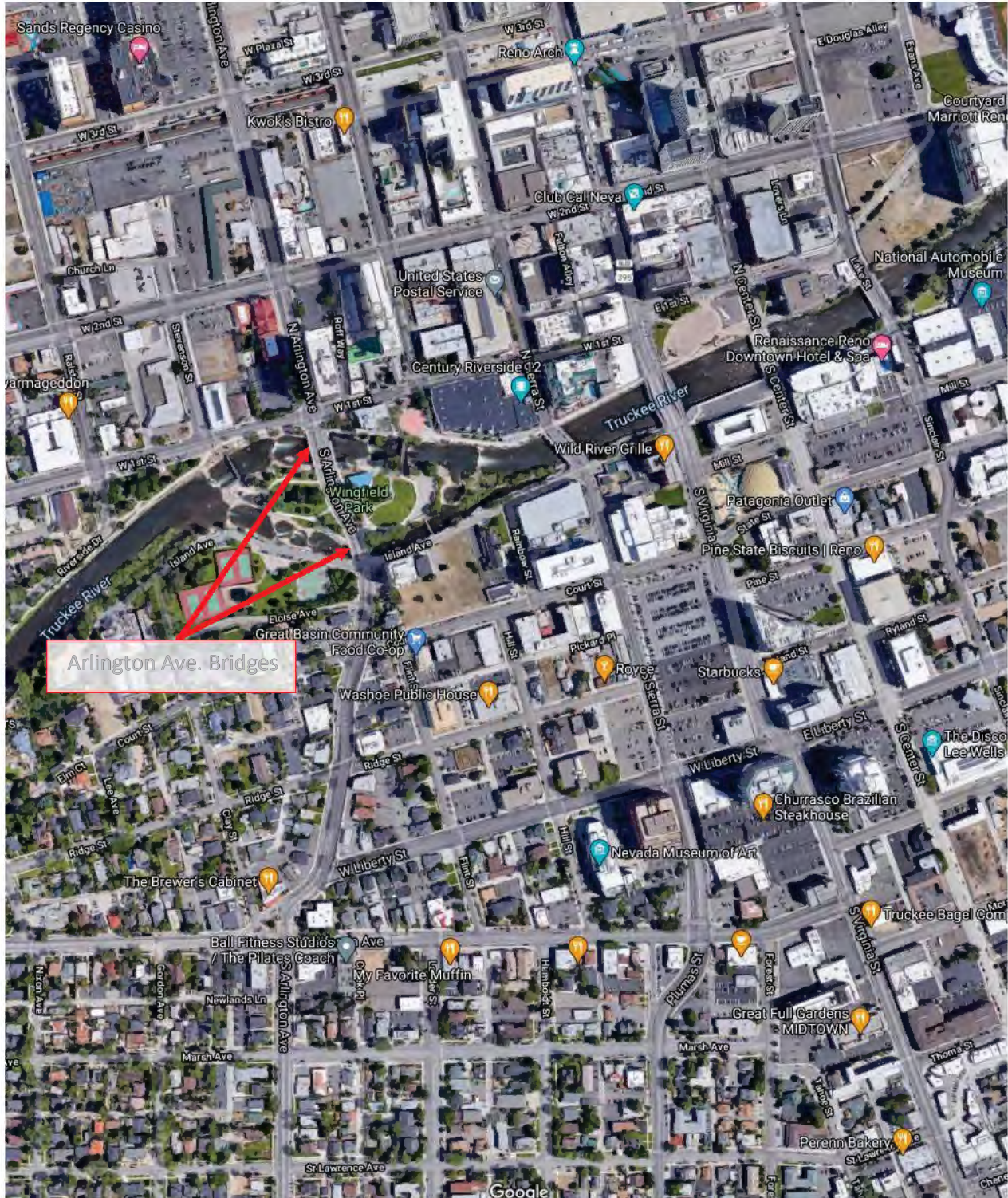
RTC Legal Counsel

Deputy Attorney General

Attachment A-1

SCOPE OF WORK
ARLINGTON AVENUE BRIDGES REPLACEMENT

Design the Arlington Avenue bridges over the Truckee River at Wingfield Park.





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.5

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

SUBJECT: Kietzke ITS Project Professional Services Agreement

RECOMMENDED ACTION

Approve a contract with Kimley-Horn and Associates, Inc., for design services and optional engineering during construction for the Kietzke ITS Project at multiple locations on 2nd Street and Kietzke Lane, in an amount not-to-exceed \$197,860.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., is for professional design services for the Kietzke ITS Project in the amount of \$123,880 and optional engineering during construction services (EDC) in the amount of \$63,980. The project includes the installation of ITS conduit and associated connection to existing facilities at three locations; 2nd Street between Pringle Way and Kietzke Lane, Kietzke Lane between 2nd Street and Mill Street, and between Kietzke Lane and the Reno Corp Yard. These ITS locations are prioritized within the RTC ITS Network Masterplan.

Kimley-Horn and Associates, Inc., was selected from the Traffic Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management, and quality assurance. Kimley-Horn and Associates, Inc.'s scope, schedule, and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Project appropriations are included in the FY 2024 Budget. Funding is available in the FY 2023 budget to start early design due to timing of other projects included in the FY 2023 budget.

PREVIOUS BOARD ACTION

12/17/2021 Authorized the procurement of a qualified list of consultants to provide civil engineering, design and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Traffic Engineering and ITS shortlist to perform design and optional Engineering During Construction (EDC) in connection with the 2023 Kietzke ITS Project

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A – Scope of Work. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks A to F)	\$123,880
Optional Services (Task J)	\$63,980
Contingency	\$10,000
<hr/> Total Not-to-Exceed Amount	<hr/> \$197,860

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 – NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Jeff Wilbrecht
RTC Engineering Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: jwilbrecht@rtcwashoe.com
(775)335-1872

CONSULTANT: Michael S. Mosley, P.E., PTOE
Principal-in-Charge
Doug Del Porto, P.E.
Project Manager
Kimley-Horn and Associates, Inc.
5370 Kietzke Lane, Suite 100
Reno, NV 89511
775-200-1979

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Molly O'Brien, P.E., PTOE, RSP
Vice President

Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES
FOR THE
2023 KIETZKE LANE ITS PROJECT

This scope of services includes design and construction support of the Intelligent Transportation System (ITS) infrastructure within in the City of Reno. Procurement and installation of actual infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by the CONSULTANT.

The extent of design work includes the improvement objectives at the following locations:

#	Main Street	Side Street	Improvement Objective
City of Reno			
1	Second Street (0.25 mile of fiber)	Pringle/Manuel to Kietzke	Design fiber interconnect and conduit to connect existing signal controller cabinets located at the intersections of Pringle/Second to Second Street/Kietzke. A directional drill design will be used to install the ITS conduit underneath the Giroux Street.
2	Kietzke (0.4 mile of fiber)	Second Street to Mill Street	Design fiber interconnect and conduit to connect existing signal controller cabinets located at the intersections of Second Street/Kietzke to Kietzke/Mill. An NDOT Encroachment Permit will be required for this installation.
3	Reno Corp Yard (0.5 mile of fiber)	Reno Corp Building to Kietzke	Design fiber interconnect and conduit connections to existing signal control room within the Reno Corp Building to the Reno existing fiber cabinet and pull boxes at the Kietzke Lane yard gate. Entrance to the Reno Corp Yard Building is assumed to be through conduits entering the building on near the north building entrance.

A. Preliminary and General Items (Project Management):

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold progress meetings during course of project monthly. The anticipated schedule will be nine (9) months. Most meetings will be virtual.
2. Coordination meetings with the City of Reno, and NDOT. CONSULTANT will conduct up to four (4) in-person one-on-one agency meetings, outside of meetings included in other tasks, in order to confirm existing design conditions, needs, and coordinate design to complete project design objectives. The RTC Project Manager will determine appropriate contact

personnel at each agency to be met with. Meeting notes will be developed and provided as a summary of discussions.

B. Data Collection, Analysis, and Design

1. Investigate Existing Conditions and Field Inventory for interconnect design:
 - a. CONSULTANT will obtain and review available as-built plans from City of Reno, NDOT and the RTC.
 - b. CONSULTANT will conduct a field review with City of Reno to evaluate existing field conditions for new conduit paths.
 - c. CONSULTANT will evaluate existing network equipment at locations identified herein for connection to network.
 - d. CONSULTANT will not evaluate existing pedestrian ramps for general compliance with current ADA standards. If the ramps are in conflict with proposed improvements evaluation of ramps will be considered an additional service.

2. Survey and Mapping for site #s 1-3
 - a. Aerial Mapping: Aerial photography for these sites will be using NearMap or Washoe County aerials provided by the RTC. The aerials will be put in the same coordinate system for consistency.
 - b. Center lines will be developed off of existing features.
 - c. CONSULTANT will evaluate right of way and easement needs based on County GIS data and where new equipment is to be installed.
 - d. Boundary Survey: Survey boundary services will not be done for these sites as work will be limited to infrastructure within existing right of way.
 - e. Supplemental Design Survey (Optional): Supplemental Survey is not anticipated to be required for these project sites. Where required it will be considered an additional service.

3. Subsurface Utilities Engineering (SUE): 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 D Deliverables will include: Depiction of subsurface utilities on plan sheets developed under design. 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 ‘D’, unless otherwise noted.”

Site #1 will require SUE Quality Level A to provide a directional drill plan within the existing utilities. We anticipate needing eight (8) test holes to build a directional drill profile design.

4. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plans, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.
5. Traffic Signal Basis of Design: Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured.
6. A geotechnical evaluation will not be performed under this project as it is not required.
7. Drainage Evaluations are not anticipated for this project and therefore excluded.
8. Environmental Services are not anticipated for this project and therefore excluded.

C. 60% Design

1. Prepare 60% Plans and Specifications
 - a. The construction plans will be on 11" x 17" size sheets and will show all elements of the project construction, including plan view, right-of-way lines, and ITS design. The final plan set will include, at a minimum: Cover Sheet, Interconnect Plan Sheets (at 1"=40' scale, double banked), Detail Sheets (scales as noted).
 - b. Plan updates and further development. Prepare plans, and an OPC suitable for RTC and Local Government review.

Project Plans (19) will include:

- i. Cover (1)
- ii. Sheet index (1)
- iii. General notes (1)
- iv. Project details (7)
- v. Directional drill profile sheet (1)
- vi. Project fiber splice details (3)
- vii. Plan sheets (5)

(x) indicated the number of plan sheets anticipated

- c. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.
- d. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
- e. CONSULTANT will submit 60% Plans to RTC, City of Reno, and to utility agencies.

D. 90% Design

- 1. Prepare 90% Plans and Specifications
 - a. CONSULTANT shall incorporate review comments from RTC, and City of Reno into the 90% design process
 - b. Plan updates and further development. Prepare plans and an OPC suitable for RTC and Local Government review.

Project Plans (19) will include:

- i. Cover (1)
- ii. Sheet index (1)
- iii. General notes (1)
- iv. Project details (7)
- v. Directional drill profile sheet (1)
- vi. Project fiber splice details (3)
- vii. Plan sheets (5)

(x) indicated the number of plan sheets anticipated

- c. Project Specifications: CONSUTLANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.
- d. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.

- e. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.
- f. CONSULTANT will submit 90% Plans to RTC, City of Reno, and to utility agencies with a comment review matrix to document 60% comments. A PDF cover sheet with digital signature blocks will be produced at this submittal for routing to the agencies for project bidding.
- g. Prepare and Submit NDOT Encroachment Permit: CONSULTANT will prepare and process encroachment permit packages through the NDOT District 2. The CONSULTANT will submit the completed application and submit the color-coded plans at the 90% submittal. One set of review comments will be processed by the CONSULTANT for the permit. The final submittal of permit will be at the 100% submittal. The City of Reno will be the applicant on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit. Permit Terms and Conditions will be incorporated into the project specifications. This work will include two (2) meeting with NDOT, a pre-permitting meeting and a comment review meeting.

E. Final Design (100% Signed and sealed bid documents)

1. CONSULTANT shall incorporate review comments from RTC, and City of Reno into Final Construction Document process.
2. Prepare Final Plans and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate via e-mail in MS Word format.
3. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.
4. The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted

to the RTC, City of Reno, utility agencies and other affected parties for review at the 60%, 90%, and final (100%) stages of completion per the following:

- a. Electronic (pdf) 11"x17" plans and specifications will be sent to the review agencies at each submittal including the final cover sheet which will be routed digitally.

F. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in RTC Procureware system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will participate in 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.

J. Construction Phase Services or Engineering During Construction (Sole Option and Discretion of RTC)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. The following tasks summarize the major elements of Construction Support Services anticipated with this project.

1. Contract Administration: Provide contract administration services as follows:
 - a. Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
 - b. Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the

Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also provide recommendations to RTC for any construction changes necessitated by field conditions.

- c. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- d. Review and provide recommendations on contractor's traffic control plans.
- e. CONSULTANT will review and provide feedback to the RTC on traffic control plans submitted to RTC for approval.
- f. Review and provide recommendations on contractor's construction schedule and work progress CONSULTANT will review and provide feedback to the RTC on the construction schedule and work progress submitted to the RTC for approval.
- g. Submittals: CONSULTANT will review and approve or take other appropriate action in respect to Submittals, Shop Drawings, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- h. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- i. Recommendations with Respect to Defective Work. CONSULTANT will recommend to RTC that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- j. Clarifications and Interpretations: CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by RTC.
- k. Disagreements between RTC and Contractor: CONSULTANT will, if requested by RTC, render written decision on all claims of RTC and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to RTC or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- l. Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- m. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to RTC free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between RTC and Contractor that might affect the amount that should be paid.
- n. Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- o. Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- p. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such

inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

- q. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- r. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

2. Inspection

- a. “Inspection services” means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following tasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at 35 working days (7 weeks). A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments, directional drill, and paving (15 working days anticipated). A part-time (3 hours per day) primary inspector will be on site during all other working days (20 working days anticipated). A full-time supplemental technician will be provided at 8 hours per day (4 working days anticipated) and will perform asphalt sampling and density testing during paving operations. The primary inspector will be responsible for the following items:
 - i. Attend the preconstruction conference.
 - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
 - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
 - iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.
 - v. Provide materials quantity reports and assist in reviewing and analyzing contractor’s monthly progress payments.
 - vi. Provide verification of the distribution of public relation notices

required to be delivered by the Contractor.

- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

3. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following tasks summarize the major elements of testing anticipated with this project:
- b. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

4. As-Built Information

- a. Record Drawings. Provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to RTC for its files and distribution. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- b. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:
 - i. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
 - ii. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.
- c. The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

L. Design Contingency

- 1. This is a contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval. A 8% contingency was added to the design tasks only.

PROJECT SCHEDULE
FOR
2023 Kietzke ITS
(Updated March 2023)

<u>Project Milestones</u>	<u>Date</u>
Project NTP	5/1/2023
Project Kick-off and Field Review	5/9/2023
60% Design Submittal	6/16/2023
RTC/Reno Review and Comments Due*	7/07/2023
90% Design Submittal (NDOT Permit)**	8/25/2023
RTC/Reno Review and Comments Due*	9/15/2023
NDOT Comments received**	10/31/2023
NDOT Permit Resubmittal	11/13/2023
NDOT Permit Approval***	12/08/2023
Bid Package Final Submittal	12/22/2023
Advertise for Bid	1/09/2024
Bid Opening	2/06/2024
Begin Construction	March 2024

*Agency reviews are planned to be 3 weeks

**NDOT Permit is approximately 45 working days

*** NDOT Permit revised submittal approximately 15 working days

Exhibit B

Compensation

**Exhibit B - Schedule of Services
RTC 2023 Kietzke ITS Project**



Prepared by Kimley-Horn: MSM/DAD 3/3/2023

v2.0

TASK	DESCRIPTION	TASK TOTALS
Design Services		
A	Preliminary and General Items	\$ 12,935.00
B	Data Collection and Analysis	\$ 30,580.00
C	60% Design Phase	\$ 24,060.00
D	90% Design Phase	\$ 32,620.00
E	Final Design Phase	\$ 18,440.00
F	Bidding Services	\$ 5,245.00
Total Design Services		\$123,880.00
Optional Services		
J	Engineering During Construction (Optional Services)	\$ 63,980.00
Total Optional Services		\$63,980.00
Contingency		
L	Design Contingency (8% of Design)	\$ 10,000.00
Total Not-to-Exceed Amount		\$197,860.00

Exhibit "B"



Exhibit B - Schedule of Services

RTC 2023 Kietzke ITS Project

Prepared by Kimley-Horn: MSM/DAD 3/3/2023 v2.0

TASK	DESCRIPTION	ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		\$320	\$275	\$225	\$185	\$180	\$145	\$120	\$115				
A	Preliminary and General Items												
	Project Management (9 months)									0			\$0.00
	Kickoff Meeting	1	1			1				3			\$775.00
	Monthly Progress calls		8	8		4				20			\$4,720.00
	Coordination Meetings (4)	1	8	8						17			\$4,320.00
	Planning		8						8	16			\$3,120.00
										0			\$0.00
	Subtotal Hours	2	25	16	0	5	0	0	8	56			
	Subtotal Fee	\$640.00	\$6,875.00	\$3,600.00	\$0.00	\$900.00	\$0.00	\$0.00	\$920.00		\$0		\$12,935.00
B	Data Collection and Analysis												
										0			\$0.00
	Field Review with Sparks, RTC		4	5		8				17	\$600	Travel	\$4,265.00
	Aerial mapping			2		8	8			18			\$3,050.00
	Centerline development			2		4				6			\$1,170.00
	Utility mapping and 8 testholes			2		8	8	8		26	\$15,200	Testholes	\$19,210.00
	Utility Coordination			8						8			\$1,800.00
	Building Connection Investigation		1	2		2				5			\$1,085.00
										0			\$0.00
	Subtotal Hours	0	5	21	0	30	16	8	0	80			
	Subtotal Fee	\$0.00	\$1,375.00	\$4,725.00	\$0.00	\$5,400.00	\$2,320.00	\$960.00	\$0.00		\$15,800		\$30,580.00
C	60% Design Phase												
	Cover, General Notes, Sheet Index (3)			1		3		3		7			\$1,125.00
	Project details (6)			2	4	4	4			14			\$2,490.00
	Building Connection details (2)		1	3		8	8			20			\$3,550.00
	Directional Drill profile sheet (1)		1	3		4	4			12			\$2,250.00
	Interconnect Plans (5)			8	8	20	20			56			\$9,780.00
	OPC			2			4	4		10			\$1,510.00
	Quality Control Review	1	4	4						9			\$2,320.00
	Submit 60% RTC and utilities			1			4		2	7			\$1,035.00
	Subtotal Hours	1	6	24	12	39	44	7	2	135			
	Subtotal Fee	\$320.00	\$1,650.00	\$5,400.00	\$2,220.00	\$7,020.00	\$6,380.00	\$840.00	\$230.00		\$0		\$24,060.00

Exhibit "B"

TASK	DESCRIPTION	ITS Sys.	Senior	Prof.	Senior	Analyst II	Analyst I	Technical	Support	Hours	Expenses	Expense	Lump Sum
		Manager/ Prof. II	Prof. I		Technical Support			Support	Staff				
D	90% Design Phase												
	Comment Review and Response		4	4	4		4			16			\$3,320.00
	Cover, General Notes, Sheet Index (3)			1			2			3			\$515.00
	Project details (6)			2	4		4			10			\$1,770.00
	Building Connection details (2)		1	1		2				4			\$860.00
	Directional Drill profile sheet (1)		1	2		2	2			7			\$1,375.00
	Project fiber splice details (3)	4	2	3		1				10			\$2,685.00
	Interconnect Plans (5)			4	8	12	12	12		48			\$7,720.00
	Prepare specifications	1	2	5		10				18			\$3,795.00
	OPC			2			4	4		10			\$1,510.00
	Quality Control Review	1	5	4						10			\$2,595.00
	Plan in Hand Field Walk			4			8			12	\$600	Travel for Field Walk	\$2,660.00
	Submit 90% RTC and utilities			1			4		2	7			\$1,035.00
	NDOT Enchrachment Permit			3		5	5		2	15	\$250	Printing/Delivery	\$2,780.00
	Subtotal Hours	6	15	36	16	32	45	16	4	170			
	Subtotal Fee	\$1,920.00	\$4,125.00	\$8,100.00	\$2,960.00	\$5,760.00	\$6,525.00	\$1,920.00	\$460.00		\$850		\$32,620.00
E	Final Design Phase												
	Comment Review and Response		2	2	4	4				12			\$2,460.00
	Cover, General Notes, Sheet Index (3)			1			1			2			\$370.00
	Project details (6)			1	1		1			3			\$555.00
	Building Connection details (2)		1	1		2				4			\$860.00
	Directional Drill profile sheet (1)			1		1				2			\$405.00
	Project fiber splice details (3)	1	1	1						3			\$820.00
	Interconnect Plans (5)		1	2		3				6			\$1,265.00
	Prepare specifications	1	1	5			5			12			\$2,445.00
	OPC		1	1		2	2			6			\$1,150.00
	Quality Control Review	1	2	1		4	4			12			\$2,395.00
	Submit Bid documents to RTC			4		2			2	8			\$1,490.00
	Revised NDOT Permit & into Bid Docs		2	8		5	5			20	\$250	Printing/Delivery	\$4,225.00
	Subtotal Hours	3	11	28	5	23	18	0	2	90			
	Subtotal Fee	\$960.00	\$3,025.00	\$6,300.00	\$925.00	\$4,140.00	\$2,610.00	\$0.00	\$230.00		\$250		\$18,440.00
F	Bidding Services												
	Pre-Bid Meeting and addenda		2	2		2	2			8			\$1,650.00
	RFI Responses		1	2						3			\$725.00
	Bid Opening and Bid Tabs		2	4			4	2		12	\$600	Travel	\$2,870.00
	Subtotal Hours	0	5	8	0	2	6	2	0	23			\$0.00
	Subtotal Fee	\$0.00	\$1,375.00	\$1,800.00	\$0.00	\$360.00	\$870.00	\$240.00	\$0.00		\$600		\$5,245.00

Contract No.:

Exhibit "B"

TASK	DESCRIPTION									Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		ITS Sys. Manager/ Prof. II	Senior Prof. I	Prof.	Senior Technical Support	Analyst II	Analyst I	Technical Support	Support Staff				
J	Engineering During Construction (Optional Services)												
	35 Working Days												
	Construction Administration		4	20		60			4	88	\$600	Travel	\$17,460.00
	Inspection			10		138	32			180	\$500	Mileage	\$32,230.00
	Material Testing			2		15				17	\$7,000	Materials Testing	\$10,150.00
	As-built information			4		18				22			\$4,140.00
										0			\$0.00
	Subtotal Hours	0	4	36	0	231	32	0	4	307			
	Subtotal Fee	\$0.00	\$1,100.00	\$8,100.00	\$0.00	\$41,580.00	\$4,640.00	\$0.00	\$460.00		\$8,100		\$63,980.00
L	Design Contingency (8% of Design)											8% of Design	\$10,000.00
	Total Services Hours	12	71	169	33	362	161	33	20	861			
	Total Services Fee	\$3,840.00	\$19,525.00	\$38,025.00	\$6,105.00	\$65,160.00	\$23,345.00	\$3,960.00	\$2,300.00		\$25,600		\$197,860.00



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Support Staff	\$115
Technical Support	\$120
Analyst I	\$145
Analyst II	\$180
Senior Technical Support	\$185
Professional	\$225
Senior Professional I	\$275
ITS Systems Manager/ Senior Professional II	\$320

Effective through December 31, 2023
Subject to annual adjustment thereafter
Reimbursable Expenses will be charged per the Contract
Sub-Consultants will be billed per the Contract

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.6

To: Regional Transportation Commission

From: Amanda Callegari, P.E., Project Manager

SUBJECT: Sierra Street Bridge Replacement NDOT LPA Agreement for Design and Construction

RECOMMENDED ACTION

Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Sierra Street Bridge Replacement Project.

BACKGROUND AND DISCUSSION

The Sierra Street Bridge Replacement Project includes demolition and replacement of the existing Sierra Street Bridge. Approval and execution of this LPA Agreement would authorize the expenditure of federal funds. NDOT will assist the RTC in the completion of the project and reimburse the RTC in accordance with the terms and conditions in the agreement. The RTC has received \$16,000,000.00 in Federal Bridge Formula Program (BFP) funds for Off-System Bridges and \$10,800,000.00 in Surface Transportation Block Grant (STBG) Bridge funds. These federal funds will be utilized for the production of NEPA documentation, design, and construction for the Sierra Street Bridge Replacement Project.

FISCAL IMPACT

The project is funded using Federal and Local Fuel Tax funds. Approval of the LPA agreement would obligate \$16,000,000.00 in Federal Bridge Formula Program (BFP) funds with a (100/0) local match requirement and \$10,800,000.00 in Surface Transportation Block Grant (STBG) Bridge funds with a (95/5) local match requirement, which amounts to \$568,421.00 in Local Fuel Tax funds.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
SIERRA STREET BRIDGE REPLACEMENT

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, 1105 Terminal Way, Reno, NV 89502 (hereinafter "RTC").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the RTC is willing to agree to produce National Environmental Policy Act (NEPA) documentation, design, acquire right-of-way, adjust and/or relocate utility facilities, advertise, award, and manage construction of the Sierra Street Bridge Replacement Project as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Washoe County for Bridge Formula Program (BFP) funds and for Surface Transportation Block Grant (STBG) Bridge funds; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Unique Entity Identifier (UEI) V5JZKHRMKNK33 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the RTC with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the RTC's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate funding for the PROJECT in a maximum amount of Sixteen Million and No/100 Dollars (\$16,000,000.00) of Federal BFP funding and Ten Million Eight Hundred Thousand and No/100 Dollars (\$10,800,000.00) of Federal STBG funding.
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the RTC with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the RTC's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
9. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
10. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
11. To review the DBE information submitted to the RTC by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the RTC with the results of such review.
12. To review and approve the RTC's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
13. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
14. To authorize the RTC to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all

certifications have been completed, and the funding authorized by FHWA.

15. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

16. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the RTC's compliance with applicable Federal and State requirements.

17. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the RTC as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

18. To review the RTC's as-built plans and to attend the RTC final inspection of the PROJECT.

19. To reimburse the RTC upon receipt of an invoice utilizing One Hundred percent (100%) of BFP funds and Ninety-Five percent (95%) of STBG funds for eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf>.

ARTICLE II - RTC AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) coordinate utility relocations; and (e) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with RTC standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To enter into an agreement with the City of Reno to: (a) require those utility companies having franchise agreements with the City of Reno when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the

new improvements at no cost to the PROJECT or RTC; (b) accept the right-of-way acquired by the RTC for the PROJECT; and (c) to accept maintenance responsibilities including utility costs for the improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

6. To provide all right-of-way acquisition at no cost to the project.

7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

8. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the RTC; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The RTC shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

9. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

10. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

11. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

12. To submit to the DEPARTMENT for review and approval any addenda,

supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

13. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

14. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

15. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

16. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

17. To perform PROJECT documentation and quality control during contract administration according to the RTC's established procedures, as approved by the DEPARTMENT. If the RTC does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

18. To monitor compliance with subcontracting, prompt payments, and DBE requirements using the DEPARTMENT's Civil Rights and Labor System for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through the DEPARTMENT's Civil Rights and Labor System.

19. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <https://www.govinfo.gov/content/pkg/CFR-2022-title2-vol1/pdf/CFR-2022-title2-vol1-part170.pdf>.

20. As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for

payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

21. To be responsible for the Five percent (5%) match of Federal STBG funds in an amount not to exceed Five Hundred Sixty-Eight Thousand Four Hundred Twenty-One and No/100 Dollars (\$568,421.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

22. To accept maintenance responsibilities for the improvements consisting of the Sierra Street Bridge constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the RTC's overall maintenance budget allocated by the RTC's governing body.

23. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2030, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The LOCAL AGENCY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 69,000.00
RTC Preliminary Engineering Costs:	\$ 3,431,000.00
DEPARTMENT Construction Engineering Costs:	\$ 119,316.00
Construction Costs:	<u>\$ 23,749,105.00</u>

Total Estimated PROJECT Costs: \$ 27,368,421.00

Available Funding Sources:

Federal BFP Funds (100%): \$ 16,000,000.00
Federal STBG Funds (95%): \$ 10,800,000.00
RTC Match Funds: \$ 568,421.00

Total PROJECT Funding: \$ 27,368,421.00

Additional Local Funds Not Included in Agreement: \$ 6,231,579.00

6. The RTC may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The RTC is responsible for any costs incurred on the PROJECT after the "project end date." The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the RTC for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, construction engineering, and construction costs. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. The RTC's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

10. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The RTC acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related

details or the accuracy and sufficiency of such deliverables.

11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or RTC funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

12. Should this Agreement be terminated by the RTC for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the RTC's failure to perform, the RTC shall reimburse the DEPARTMENT for any payments made to the RTC and any PROJECT costs incurred by the DEPARTMENT.

13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
Email: pkanegsberg@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director
Attn: Amanda Callegari, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite #108
Reno, NV 89502
Phone: (775) 335-1881
Fax: (775) 348-1058
Email: acallegari@rtcwashoe.com

14. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or 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.

16. This Agreement and the rights and obligations of the parties hereto shall be

governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. 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, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

19. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order

13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

25. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

26. 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.

27. 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.

28. 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.

29. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

30. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

31. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Form:

Approved as to Legality & Form:

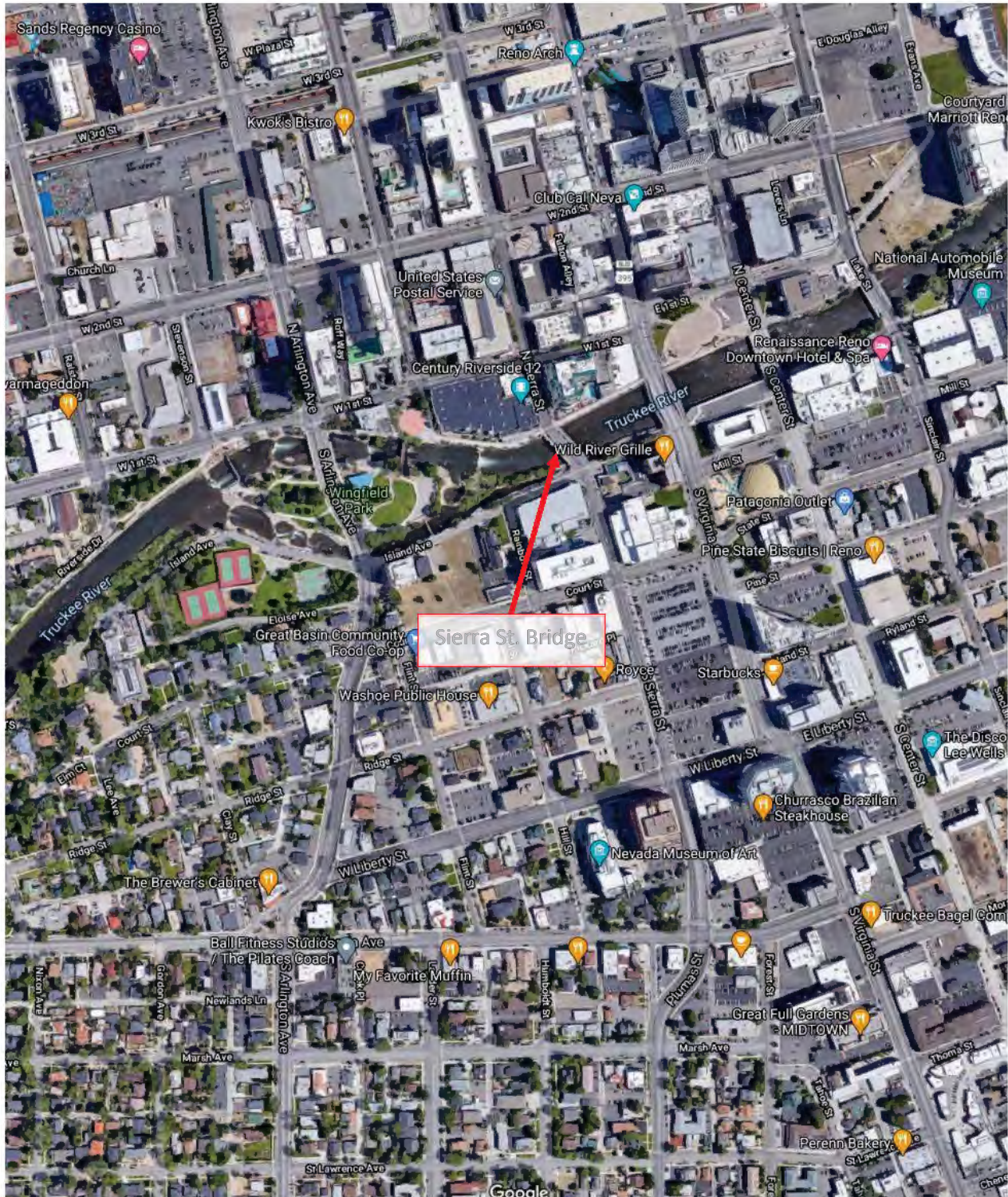
RTC Legal Counsel

Deputy Attorney General

Attachment A

SCOPE OF WORK
SIERRA STREET BRIDGE REPLACEMENT

Design and construct the new replacement Sierra Street bridge over the Truckee River just east of Wingfield Park.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
 - II. Nondiscrimination
 - III. Non-segregated Facilities
 - IV. Davis-Bacon and Related Act Provisions
 - V. Contract Work Hours and Safety Standards Act Provisions
 - VI. Subletting or Assigning the Contract
 - VII. Safety: Accident Prevention
 - VIII. False Statements Concerning Highway Projects
 - IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
 - X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - XI. Certification Regarding Use of Contract Funds for Lobbying
 - XII. Use of United States-Flag Vessels:
- ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the

discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full

efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and

Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,

employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted

to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not

ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect

or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or

vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier

Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(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 fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (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, 2 CFR 180.800;

(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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a

recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) “Disadvantaged Business” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor’s disadvantaged business enterprise program.

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

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Name (please type or print)

Signature

Title

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

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: _____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:					

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation (Add Totals from Lines A & B):** \$ _____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

_____ Contractor's Signature _____ Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION
 (For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

_____ Contractor's Signature _____ Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

_____ Contractor's Signature _____ Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____

Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date

Telephone No. _____

REV. 09/13

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

Attachment C

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

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

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

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment D

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

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Name (please type or print)

Signature

Title

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.7

To: Regional Transportation Commission

From: Amanda Callegari, Project Manager

SUBJECT: Sierra Street Bridge Replacement Contract for Environmental and Design Services

RECOMMENDED ACTION

Approve a contract with Jacobs Engineering Group, Inc., for professional services for the Sierra Street Bridge Replacement Project NEPA and Design, in an amount not-to-exceed \$3,653,128.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc., is for environmental and professional engineering services for the Sierra Street Bridge Replacement Project from approximately Island Avenue to the Truckee River Walk. This PSA does not include engineering during construction services, but will be amended after final design to establish an amount for these services. The Project includes removing and replacing the existing bridge, identified by NDOT as Bridge No. B-303, which has received a rating of poor. Additionally, the current bridge is problematic during flood events.

Jacobs Engineering Group, Inc., was selected from RTC Request for Proposal No. RTC 23-04 as a qualified firm to perform engineering and environmental services. Negotiation of Jacobs Engineering Group, Inc.'s scope, schedule, and budget for the requested services is deemed fair and reasonable.

FISCAL IMPACT

Funding for this item is included in the FY 2023 and FY 2024 budgets.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Environmental Services, Civil Engineering Design, and Engineering During Construction Services in connection with the removal and replacement of the Sierra Street Bridge; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2027, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 10)	\$3,553,128
Contingency (Task 11)	\$100,000
Total Not-to-Exceed Amount	\$3,653,128

- 3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.5, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.
- 3.5. CONSULTANT must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

ARTICLE 4 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 4.1. The Nevada Department of Transportation has established a DBE goal of 8% for this Agreement.
- 4.2. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement.
- 4.3. CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement and the award and administration of any other DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as RTC deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying CONSULTANT from future bidding as non-responsible.
- 4.4. CONSULTANT shall include the assurance required by 49 C.F.R. 26.13 in each subcontract.

ARTICLE 5 - INVOICING

- 5.1 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.
- 5.2 RTC shall only reimburse CONSULTANT for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.
- 5.3 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.
- 5.4 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 6 – CONFLICTS OF INTEREST

- 6.1 CONSULTANT shall ensure that no employee, agent, subcontractor or other person performing services under this Agreement shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.2 CONSULTANT shall include a requirement in each subcontract CONSULTANT signs with a subcontractor that the subcontractor shall ensure that no employee, agent, subcontractor or other person performing services under the subcontract shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.3 CONSULTANT shall disclose any potential conflict of interest to RTC, who shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5.

ARTICLE 7 - ACCESS TO INFORMATION AND PROPERTY

- 7.1 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.
- 7.2 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 8 - OWNERSHIP OF WORK

81. 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.
82. 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.
83. 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.
84. 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 9 - TERMINATION

9.1. MUTUAL ASSENT.

This Agreement may be terminated by mutual written agreement of the parties.

9.2. 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.

9.3. 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.

ARTICLE 10 - RIGHTS, REMEDIES AND DISPUTES

10.1. RIGHTS.

- A. RTC shall have the following rights in the event that RTC deems CONSULTANT guilty of a breach of any term of this Agreement:
1. The right to take over and complete the work or any part thereof as agency for and at the expense of CONSULTANT, either directly or through other contractors;
 2. The right to cancel this Agreement as to any or all of the work yet to be performed;
 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 4. The right to money damages.
- B. Inasmuch as CONSULTANT can be adequately compensated by money damages for any breach of this Agreement which may be committed by RTC, CONSULTANT expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Agreement entitling CONSULTANT to cancel or rescind the Agreement (unless RTC directs CONSULTANT to do so) or to suspend or abandon performance.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. 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 11 - INSURANCE

11.1. 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.

112. 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 12 - HOLD HARMLESS

- 12.1. 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 13 - EQUAL EMPLOYMENT OPPORTUNITY

- 13.1. 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.
- 13.2. 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.
- 13.3. 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 14 – PROJECT MANAGERS

- 14.1. RTC's Project Manager is Amanda Callegari 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.
- 14.2. CONSULTANT's Project Manager is Robbie Coomes 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 15 – NOTICE

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

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

CONSULTANT: Robbie Coomes, P.E.
Project Manager
Jacobs Engineering, Inc.
50 West Liberty Street, Suite 205
Reno, NV 89501
(775) 721-2714

ARTICLE 16 - DELAYS IN PERFORMANCE

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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 17 - GENERAL PROVISIONS

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

17.8. AMENDMENTS

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

17.9. 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.

17.10. 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.

17.11. ATTORNEYS' FEES

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

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

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

ARTICLE 18 - FEDERAL FORMS AND CLAUSES

- 18.1. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.
- 18.2. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Jacobs Engineering Group, Inc.

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

Exhibit A

Scope of Services

INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno (COR), Federal Highway Administration (FHWA), United States Army Corps of Engineers (USACE), Carson-Truckee Water Conservancy District (CTWCD), Nevada Department of Transportation (NDOT), and Truckee River Flood Management Authority (TRFMA), have begun the process to replace the structurally deficient bridge over the Truckee River on Sierra Street, Sierra Street Bridge Project (Project).

RTC is anticipating a typical design-bid-build project delivery method. CONSULTANT will complete the National Environmental Policy Act (NEPA) process, with the FHWA as the Lead Agency. Ahead of commencing environmental studies for the Project, the CONSULTANT will develop and screen conceptual alternatives with the intent to arrive at one build alternative for NEPA evaluation. After the NEPA process, the CONSULTANT shall complete the final design and perform bidding services. An addendum will be executed with CONSULTANT to perform engineering services during construction, including construction staking and completing the record drawings. RTC will advertise a separate RFP to cover Construction Management Services for the construction of the bridge.

The Regional Transportation Plan (RTP) currently shows the construction of these improvements completed in the 2031-2050 time period; however, the Project has been accelerated with the opportunity to use federal funding. The estimated total cost of the improvements, as shown in the 2050 RTP, is \$29M. RTC has allocated federal funds for the project and is currently in the process of executing a Local Public Agency (LPA) agreement with NDOT for the administration of federal funds.

BACKGROUND

The Sierra Street Bridge Project is in the Riverwalk District portion of downtown Reno. Numerous community-level plans have been developed that help to guide or direct the engineering requirements and design themes of the proposed bridge replacement project. These prior planning milestones, including the 2009 City of Reno TRAction Visioning Project, 2017 City of Reno Downtown Action Plan, 2018 ReImagine Reno-Planning for the Future, 2019 City of Reno Downtown Streetscape Design Manual, and One Truckee River Plan.

The Sierra Street Bridge spans the Truckee River in downtown Reno. The bridge was constructed in 1937 by the Nevada Highway Department with the approaches built by the City of Reno. The bridge is identified by NDOT as Bridge No. B-303. The bridge consists of steel girders in three spans totaling about 136 feet and has a deck width of 62 feet. The roadway width is 44 feet with 8-foot sidewalks on each side. Travel across the structure includes two lanes in the southbound direction with on street parking on both sides of the bridge. The bridge's condition is rated poor, it is past its design life, and is scour critical. Additionally, the bridge continues to be problematic during flood events – most recently in 1997, 2005, and 2017 – due to the two (2) bridge piers in the river that collect debris.

The Sierra Street Bridge passes through human and natural resources, water conveyances (Truckee River), and existing infrastructure. Construction of these improvements will require detailed coordination with numerous agencies and public utility entities. Several potential actions are foreseeable that would require federal agency review and become a nexus for the National Environmental Policy Act (NEPA) process. Agencies that will require permit coordination include, but are not limited to, United States Army Corps of Engineers, Nevada Division of Environmental Protection, and Nevada Division of State Lands.

GENERAL REQUIREMENTS

The work provides environmental and professional engineering services to advance the Project through the NEPA process and develop a package to advertise for construction. The work shall follow the requirements of NDOT's LPA manual, which can be accessed using the following link:

<https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/engineering/design/local-public-agency>

Major milestones anticipated to maintain the overall Project schedule are listed below:

- April 2023 - Enter Service Provider Agreement with the CONSULTANT
- April 2023 – Obtain Entry Permits for Field Investigations
- August 2023 – November 2023 – Alternative Study; Data Collection (other than pier borings)
- July 2023 – September 2023 – Abutment Boring Permits/Clearances
- September 2023 – September 2024 – Pier Boring Permits/Clearance (if needed)
- October 2023 – Abutment Borings
- December 2023 – April 2024 – Preliminary Design
- August 2024 – July 2025 – FHWA Approval of Documented CE for Project
- May 2024 – February 2026 – 404/401/408 Permits Authorized for Project
- October 2024 – Pier Borings (if needed)
- June 2024 – February 2026 – Final Design
- March 2026 – May 2026 – NDOT LPA Approvals
- June 2026 – August 2026 – Invitation to Bid
- September 2026 – Start construction (dependent on Arlington Bridges Completion)

SCOPE OF SERVICES

Task 1: Project Management

The Project work shall include project management by the CONSULTANT. The CONSULTANT shall provide a project manager responsible for the project's timely completion and work as a liaison with the RTC Project Manager. The CONSULTANT will retain the same project manager for the entire project duration to the extent practicable. If the CONSULTANT Project Manager is briefly absent, the CONSULTANT shall name a suitable substitute to be approved by the RTC Project Manager. The CONSULTANT Project Manager shall be the main point of contact on the Project and shall attend all Project meetings and coordinate all aspects of the Project. The CONSULTANT shall also name task leads for each major task or discipline. The CONSULTANT Project Manager and task leads may not be changed without specific written authorization from the RTC Project Manager.

The CONSULTANT will provide effective project management to deliver the Project within established schedules and budgets; develop a project management plan that will effectively communicate, plan and execute the work required to complete the project successfully; conduct a cost and risk assessment workshop including a value engineering session; perform continuous risk assessment and evaluation. In addition, the CONSULTANT shall integrate the RTC's project manager into the project management plan, and coordinate Project development activities with the RTC's Project Manager, and with City of Reno representatives, property owners, local and state permitting agencies, utility providers, and other stakeholders within the Project area as directed.

CONSULTANT will provide project management services for the scope of work for the duration of the project assumed to be April 2023 through November 2026, approximately forty-three (43) months for the design and permitting. Project management includes project setup and administration, including preparation and execution of sub-consultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of sub-consultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

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

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

1.1 Project Management Meetings

1.1.1 Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with RTC, City of Reno, NDOT, FHWA, TRFMA, and CTWCD, and other agency staff (as appropriate), to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Seven (7) CONSULTANT staff will attend the meeting. The CONSULTANT will prepare a meeting agenda and PowerPoint presentation, take and distribute meeting minutes, and track concerns about the project from the attendees.

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

1.1.2 Design Review Committee Meetings

The CONSULTANT will facilitate twenty (20) Design Review Committee (DRC) Meetings to discuss the design progress, upcoming milestones, scope, critical path schedule, budget, risk status, key technical issues by discipline, and make informed decisions. The DRC will also discuss permitting, value engineering, risk, and constructability. The DRC will also meet before public informational meetings to review materials and essential public input to achieve an appropriate balance between impacts, function, and cost that leads to broad support of the community. Members of the DRC will include the Project Manager, task leads (as appropriate) from the CONSULTANT, the RTC Project Manager, City of Reno, NDOT, FHWA, and utility companies. Local developers, nearby property owners, citizens groups, and area residents will be chosen to participate in the Aesthetic Stakeholder Working Group described under Task 2.6. Committee members will be chosen to ensure both the technical (bridge design, hydraulics) and non-technical (aesthetics, art) elements of the Project are covered. The CONSULTANT will prepare an agenda and distribute meeting notes and an action item

log, identifying the person responsible for resolving each item and the expected completion date via email. It is anticipated that up to six (6) total CONSULTANT and Sub-consultant staff will attend the Design Review Committee Meetings.

1.1.3 Project Management Coordination Meetings

CONSULTANT Project Manager and RTC Project Manager will hold a weekly 1-hour coordination meeting with an open agenda to provide an update/status to the RTC Project Manager.

1.1.4 Internal Design Coordination Meetings

CONSULTANT will hold a 1-hour biweekly internal design coordination meeting with task leads, design staff as appropriate, and Sub-consultants to ensure cross-discipline coordination with design and schedule.

1.1.5 Project Management Plan (PMP)

CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols, Project Directory, Scope, Schedule, and Budget, File and Information Sharing and Storage Protocols, and the Health and Safety Plan.

The PMP will be distributed to the CONSULTANT team, including sub-consultants, and updated as needed throughout the project duration.

1.1.6 Quality Management Plan (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Sierra Street Bridge Project. A project Quality Manager will be assigned who will be responsible for developing and implementing the plan and provide initial training. The QMP will apply to both prime and sub-consultant team members. An independent quality review will be performed on each design deliverable when submitting the 30%, 60%, 90% milestone packages and Final Bid Documents.

1.1.7 File and Document Management

CONSULTANT will update and maintain the Project Management Plan and all project files (electronic and hardcopy as appropriate) throughout the duration of the project. Copies of all outgoing and incoming correspondence will be provided to the Project Manager, or designee, on a continuing basis and distributed to the RTC Project Manager as needed. Word processing, databases, spreadsheets, etc., will be prepared using a format compatible with Microsoft Office.

1.2 Deliverables

- Monthly Invoices that show staff names, hours, classifications, and billing rates
- Monthly Progress Reports to be included with the invoices
- Schedule updates, as necessary
- Meeting Agenda & Minutes for Kickoff Meetings
- Meeting Agenda, Minutes and Action Item Log for Design Review Committee Meetings
- Project Management Plan preparation and as-needed updates
- Quality Management Plan

Task 2: Public and Agency Involvement

2.1 *Public Outreach and Involvement Plan*

CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the goals of the Project. The Plan shall include a proactive public involvement process for all stages of project development. The objectives of the proactive public involvement processes include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process before closure.

2.2 *Project Branding and Logo*

CONSULTANT will develop two (2) project branding color and style palettes and two (2) project logo concepts for RTC to select from. The selected project logo and branding color scheme will be used on all project materials to provide a consistent look.

2.3 *Public Informational Meetings*

Public Information Meetings will be held with residents, property owners adjacent to the project, stakeholders, and other public members to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties. It is anticipated there will be four (3) public information meetings and two (2) preparation meetings with RTC staff before each of the three public information meetings. This scope assumes the following focus for each public meeting; 1) introduce project, review results of alternatives analysis, and present project process and schedule, 2) provide updates on design progress and review aesthetic options, and 3) provide design updates and review anticipated construction schedule.

Media placement will be coordinated through the RTC Communications Team. CONSULTANT Project Manager, Design Manager, Public Information Specialist, and up to two (2) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will provide up to eight (8) total display boards, a PowerPoint presentation, a survey for pointed feedback and open comments, and a project factsheet handout for each public information meeting. Along with in-person meetings, the CONSULTANT will prepare an interactive, virtual meeting website for each public meeting to allow additional access to the public meeting materials.

CONSULTANT will research and assist in reserving a venue, with RTC paying any venue usage costs directly. CONSULTANT will provide flyers (in English), to RTC for addition of Spanish translation and distribution. The RTC will use the Mailing Database prepared by the CONSULTANT under Task 2.4 to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on the project website and social media by the RTC. Public Information Meetings will be livestreamed on Facebook by the RTC Communications Team.

CONSULTANT will attend up to two (2) events in the community. For each event, two CONSULTANT staff will host a table with project information and a project input survey for six hours to obtain additional public input.

CONSULTANT will develop up to twenty (20) total combined renderings using a recent photo background (assumes fifteen (15) for the bridge plus five (5) additional miscellaneous). These renderings include the renderings necessary for the Build-A-Bridge application in Task 2.6.

2.4 Mailing Database

CONSULTANT will create and maintain a mailing database to ensure a strategic and comprehensive list. The CONSULTANT is to include property owners within 500-feet of the project corridor obtained from the County Assessor's Office. The CONSULTANT will obtain lists of homeowner's associations/neighborhood associations within the project area. The stakeholder database will include project team members, elected officials, businesses, agencies, residents, community organizations, and media. The database will include the owner's name and physical property location for property owners and mailing and email addresses for elected officials and other key stakeholders. The database will be Microsoft Excel based and be updated before each public meeting.

2.5 Website / Digital Outreach

The CONSULTANT will establish and secure a domain name and maintain the Sierra Street Bridge Project website. The website will be updated monthly, at a minimum, and more often as project activity requires until the RTC secures a Construction Manager. The website will include a home page, project descriptions, project photos, e-mail sign-up, comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. The website will include links to the RTC Home Page and any project-related videos, including "The Road Ahead" television segments and the livestream recordings from the public meetings. The website will be designed using WordPress, and the RTC Communications Team will approve all content before it is available to the public. Spanish translation for website content and materials to be posted on the website will be provided by the RTC. Consultant will include Alt-Texts for images and any other non-text content like graphs or data tables on pdfs to assist the visually impaired.

The comment page will be linked to an RTC domain email address, allowing the RTC to monitor and respond to any comments or project inquiries at their discretion.

The CONSULTANT will not be responsible for providing public meeting notices to newspapers and television news media. The RTC Communications Team will provide these services and post announcements and project updates to social media such as Facebook.

2.6 Aesthetic Stakeholder Working Group

The CONSULTANT will assemble and manage an Aesthetic Stakeholder Working Group (ASWG) that includes some members of the Design Review Committee, developers, adjacent property owners, citizens groups, and area residents to develop and implement a landscape and aesthetics plan that is sustainable and meets the community goals defined in the Alternatives Report (see Task 3.1). It is anticipated that four (4) ASWG meetings will be held and attended by five (5) CONSULTANT staff as appropriate.

The CONSULTANT will create a proprietary interactive Build-A-Bridge application that will allow the public to pick their choice of available aesthetic options to assist in reaching a consensus. Renderings created in Task 2.3 will be used for the Build-A-Bridge application.

2.7 Additional Outreach Efforts

Additional public outreach will include nearby residents, businesses, organizations, and Ward 1 and Ward 5 Neighborhood Advisory Boards as the Northern Riverwalk is the dividing line between them. These efforts shall be coordinated with the RTC Communications Team. Public involvement and outreach activities to communicate proposed Project improvements include the following:

2.7.1 Regional Transportation Commission Board Meetings

CONSULTANT will provide up to four (4) PowerPoint presentations to the RTC Project Manager to present to the RTC Board of Commissioners.

CONSULTANT Project Manager and Design Manager will attend the RTC Board Meetings to support the RTC Project Manager during Project presentations and assist in responding to questions from the RTC Board Members. A total of four (4) meetings are anticipated.

2.7.2 Washoe County Board of Commissioners Meetings

CONSULTANT assumes no participation at or support to RTC Project Manager for Washoe County Board of Commissioner Meetings.

2.7.3 Reno City Council Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Reno City Council. A total of two (2) City Council meetings are anticipated. Three (3) additional preparation meetings for each of the City Council Meetings are budgeted to prepare and coordinate with City of Reno staff before each Reno City Council meeting.

2.7.4 Ward 1 and Ward 5 Neighborhood Advisory Board Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Ward 1 and Ward 5 Neighborhood Advisory Board (NAB) Meetings. It is assumed one (1) presentations will be made to each Ward 1 and Ward 5 NAB.

2.8 Deliverables

- Draft Public Outreach and Involvement Plan
- Final Public Outreach and Involvement Plan
- Two (2) project logos and two (2) project branding color and style palettes
- Preparation and Attendance at three (3) Public Information Meetings
- Preparation and Attendance at two (2) community events
- Recorded Presentation and Survey for each of the four (4) Public Information Meetings
- Mailing Database
- Project website with secure domain name
- Aesthetics Stakeholder Working Group Meetings (four (4))
- Build-A-Bridge Application and summary of results
- Presentation Material and Attendance at four (4) RTC Board Meetings
- Presentation Materials and Attendance at two (2) Reno City Council Meetings; Three (3) preparation meetings with RTC and City of Reno Staff prior to each of the council meetings
- Presentation Material and Attendance at one (1) each Ward 1 and Ward 5 Neighborhood Advisory Board Meetings.

Task 3: Project Development

3.1 Alternatives Analysis

The CONSULTANT will provide coordination, supervision, management, and analysis of the conceptual bridge, roadway, and aesthetic alternatives for the Project. The general process for alternatives analysis will be as follows:

- In collaboration with the DRC, identify the primary Project purpose and needs, as well as additional project goals. The purpose and need, and goals will be documented in a brief memorandum.
- Develop conceptual alternatives including bridge, roadway, multimodal elements, and aesthetic themes, that address the identified purpose and need and project goals.
- In collaboration with the DRC, develop specific and measurable criteria to evaluate how well the conceptual Project alternatives meet the overarching purpose, needs, and goals. Agreed-upon criteria will be documented in screening matrices. This scope assumes two levels of screening as described below.
- Identify bridge type alternatives that generally meet the Project purpose, needs, and goals. Each alternative will be laid out with consistent assumptions for roadway elements, including multi-modal.
 - Level 1 screening. The Level 1 screening will involve qualitatively evaluating conceptual alternatives to determine how well each alternative meets Project purpose and need, and goals set by the DRC. This process is intended to screen out concepts that perform poorly when compared with the other concepts. This process is intended to be done with minimal effort so the team can focus additional effort only on those concepts that best align with the Project purpose and need and identified project goals. Preliminary results of the screening will be captured in a matrix for review and discussion with the DRC in a half day workshop. This scope assumes Level 1 screening will be done at 5% level of design and that no more than six (6) alternatives will be screened.
 - Level 2 screening. Concepts carried forward from the Level 1 screening are developed further and then evaluated in more detail, based on evaluation criteria identified (e.g. consistency with needs and goals, environmental and property impact, operational performance, planning level cost estimates, etc.). Design at Screening Level 2 will not exceed 15% level of design and it is assumed no more than 3 alternatives will be considered. Preliminary results of the screening will be captured in a matrix for review and discussion with the DRC and ASWG in a half day workshop.
- The CONSULTANT will document the alternatives development and screening process in an Alternatives Report, including development of conceptual alternatives, screening methods, screening criteria, DRC and ASWG input, conclusions, and rationale. This scope assumes the alternatives screening process will result in one build alternative that will be carried into 30% design, and ultimately carried forward for NEPA evaluation and final design. CONSULTANT will submit a draft Alternatives Report to the RTC, City of Reno, and NDOT for review and comment. CONSULTANT will incorporate any comments into a Final Alternatives Report.

3.1.1 Design Criteria

The CONSULTANT will review design criteria standards and document the most current editions of relevant agency adopted standards to establish design criteria constraints. The bridge is owned by the City of Reno; however, any replacement structure would be designed in conformance with American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, 9th Edition, 2020 and NDOT Standards, specifically the NDOT Structures Manual, 2008, and subsequent revisions.

3.1.2 Bridge Concepts

CONSULTANT will develop conceptual designs for bridges, flood channel walls, and local streets to support decision-making and ensure selected themes and concepts are feasible and constructible. Preliminary engineering analysis is required to support the alternatives process and includes evaluation of foundation locations and type, bridge type, span configuration, and other aesthetic considerations. The guidance for establishing bridge types is based on the following general criteria as discussed and agreed to with the RTC and City of Reno.

- Provide a bridge that provides maintenance accessibility
- This is a high pedestrian area, so features of the structure need to consider pedestrian access and durability
- The bridge deck, including the sidewalk, should allow for all types of vehicular traffic
- Supports placed within the Truckee river will be minimized to the extent possible, balancing cost, constructability, and hydraulic requirements

Developed concepts will be reviewed with the DRC at Level 1 screening and ASWG at Level 2 Screening. It is assumed that the number of initial bridge concepts for Level 1 screening will not exceed 6. It is assumed that the number of bridge concepts for Level 2 screening will not exceed 3. It is assumed that only 1 bridge concept will remain at the end of Level 2 Screening.

Upon selection of a bridge concept and aesthetic package, further analysis to finalize the concept will be completed including additional preliminary engineering for the structure, geometrics, foundation, deck, general aesthetics and quantities. One bridge general plan and elevation sheet, as well as a summary of the bridge type will be prepared for inclusion in the final Alternatives Report.

3.1.3 Roadway and Pedestrian Concepts

For Level 1 Screening, The CONSULTANT will develop roadway cross section configurations and up to two preliminary horizontal and vertical alignments for the roadway across the Truckee River. Roadway cross sections will include travel lane configurations, potential intersection modifications, and accommodations for pedestrians, bicycles, and on-street parking. Evaluation of two (2) cross-sections per horizontal alignment are anticipated.

All concepts will be evaluated with the bridge type concepts described in Task 3.1.2, and separate meetings and reviews are not anticipated.

A roll plot of the geometries along with typical cross-sections will be prepared for the alternatives.

After Level 2 Screening, an updated roll plot of the final geometry and typical cross-sections will be prepared.

3.1.4 Preliminary Hydraulic Analysis and Coordination

The CONSULTANT will review and investigate the current Truckee River hydraulic capacity requirements including preliminary determination of the existing water surface elevation and feasible freeboard requirements at Sierra Street. Hydraulic modeling of the river and potential flood scenarios related to different bridge types will not be completed.

The CONSULTANT will meet and coordinate with the Truckee River Flood Management Authority (TRFMA) and review the current TRFMA HEC-RAS 100-year model for the Truckee River to determine existing 100-year hydraulic conditions. Results from this coordination will be used to identify potential hydraulic constraints and opportunities related to the proposed bridge configuration.

The CONSULTANT will meet and coordinate with the Carson Truckee Water Conservancy District (CTWCD) and review the current CTWCD HEC-RAS model for the Truckee River to determine existing condition hydraulics for the conveyance of 14,000 cfs. Results from this coordination will be used to identify potential constraints and opportunities related to the requirements to obtain necessary United States Army Corp of Engineers permits.

3.1.5 Local Drainage

For the purposes of this scope, local drainage will be considered common to each of the roadway and bridge concepts, so no drainage analysis or investigation will be conducted.

3.1.6 Traffic

The CONSULTANT will review existing traffic data from available sources such as the RTC's 2040 Travel Demand Model (no traffic, pedestrian, or bicycle counts to be collected) to ensure bridge concepts will accommodate the anticipated traffic volumes. No traffic operations analysis will be conducted.

3.1.7 Lighting and Electrical

It is anticipated that the lighting fixtures will be included as a part of the overall aesthetic theme; therefore, no lighting or electrical analysis will be conducted.

3.1.8 Constructability Review

The bridge alternatives will be screened for constructability at both the Level 1 and Level 2 Screening phase. This screening will assist in concept development and will focus on elements that may include but are not limited to accelerated bridge construction, river access, river diversions, falsework, construction staging areas, MOT and pedestrian detours, and construction sequencing.

Following the Level 2 Screening, the CONSULTANT will coordinate with the RTC to coordinate on alternative contract delivery methods that may offer schedule and/or cost savings.

3.1.9 Cost

For Level 1 Screening, cost will not be a consideration as Level 1 Screening is intended to filter options that don't meet the overall Project purpose and need.

For Level 2 Screening, planning level cost estimates for construction of each bridge alternative and surrounding roadway improvements will be completed. Cost estimates will be prepared to support the ASWG workshop. Costs of all major components of the bridge replacement including street

transitions, flood channel walls replacement, traffic, utilities, modifications of surrounding properties and accesses, and sidewalks will be included.

3.1.10 Deliverables

- Project Purpose, Needs, and Goals Memorandum
- Screening Criteria Memorandum
- Level 1 Screening Matrix
- Level 2 Screening Matrix
- Alternatives Report (Draft and Final)

3.2 Geotechnical Investigation

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

CONSULTANT will perform field and laboratory investigations and analyses to provide complete geotechnical reports and final geotechnical design recommendations for the Sierra Street Bridge Project.

3.2.1 General assumptions

The following assumptions have been made in the preparation of this cost proposal:

- It is understood that the geotechnical investigation will be performed in two mobilizations. The abutment borings only require NDOT Section 106 Consultation and will be drilled in one mobilization (Fall 2023). Due to the need for environmental permitting including but not limited to USACE, Carson Truckee Water Conservancy District (CTWCD), tribal, Nevada State Lands for the center pier boring, this boring will be drilled at a later date (likely Summer 2024).
- Research of existing geotechnical studies and as built plans will be completed during the preliminary investigation phase.
- In order to limit night time disturbances and to abide by the City of Reno's noise ordinance, it is assumed that all field work will be performed during normal business hours (Monday through Friday, 7AM to 7PM).
- Field work will be coordinated such that at least one lane of travel will be permitted in each direction and flaggers are not required.
- CONSULTANT will obtain a City of Reno encroachment permit with permit fees waived.
- An NDOT encroachment permit is not needed.
- It is assumed the center pier boring will require an extensive environmental permitting process.

3.2.2 General Field Exploration Preparation and Information

Prior to initiating the subsurface exploration, the CONSULTANT will contact USA North to determine the location of existing utilities. CONSULTANT will take standard precautions to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures. Our fee is not adequate to compensate for

damage or disruption of service and repair costs. If insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the RTC.

It is assumed an encroachment permit from the City of Reno will be required for this work and the permit fees will be waived. CONSULTANT will determine traffic control measures that are agreeable to the City of Reno and for the safety of our field personnel. A traffic control plan and set up will be subcontracted through Silver State Barricade & Sign.

We anticipate that borings will be located within the paved roadway and bridge deck. Borings located within the existing roadway will be backfilled per NDEP and NRS and capped using a high strength concrete patch. Excess cuttings resulting from the drilled borings and cores will be hauled off site. Cores will be backfilled with tamped soil cuttings and patched with a high strength concrete patch.

3.2.3 Field Exploration

Consistent with *AASHTO LRFD BDS* Table 10.4.2-1, sonic borings will be proposed at each bridge support (north and south abutments, middle pier). We understand the pavement rehabilitation will be in accordance with the new *2021 RTC Pavement Design Manual*.

Geophysical testing will be performed to determine the shear wave velocity in the upper 100 feet. Roadway borings and asphalt cores will be obtained from the proposed rehabilitated/ reconstructed pavement section areas.

Figure 1 presents the proposed exploration location map.

3.2.3.1 Bridge Exploratory Borings

Due to the large boulders and cobbles, conventional drilling techniques are not feasible. Therefore, sonic drilling will be proposed. Sonic drilling is an advanced form of drilling which employs the use of high-frequency, resonant energy generated inside the sonic head to advance a core barrel or casing into subsurface formations. In order to mitigate for the potential issues related to caving, a temporary steel casing will be installed to the total boring depth. Sonic drilling provides a continuous core of the soil profile, which results in a more refined description of the soil profile for foundation design.



Figure 1: Proposed Exploration Location Map

Borings are proposed with a drilling depth to 100-feet below ground surface (bgs) or practical refusal, whichever comes first. Soils will be sampled with a 2-inch OD split-spoon sampler driven by a standard 140-pound drive hammer with a 30-inch stroke. The number of blows to drive the sampler 1-foot into undisturbed soil (Standard Penetration Test, SPT) is an indication of the density and shear strength of the material. SPT sampling will be performed every 5 feet in the upper 30 feet and 10 feet thereafter.

CONSULTANT geotechnical personnel will log material encountered during the field exploration. The groundwater surface depth will be measured, where encountered. Representative samples will be returned to our laboratory for testing.

Borings located within the existing roadway will be backfilled per NDEP and NRS and capped using a high strength concrete patch. Excess cuttings resulting from the drilled borings will be hauled off site.

With the approval of the City of Reno, RTC, and NDOT, the center pier boring will be drilled through the bridge deck with a 10-inch diameter bit (approximate dimension). Drilling operations will be located such that the bridge superstructure (with the exception of the deck) will not be disturbed. Boring will be located to ensure distress to the bridge structural integrity is avoided. Following exploratory drilling, concrete will be utilized to patch the bridge deck to full thickness. Dowels consisting of #4 bars will adjoin the existing bridge deck to the concrete patch.

Field exploration locations will be referenced to existing improvements. Field explorations will be marked in the field and it is assumed that elevations and locations of the borings will be surveyed by the CONSULTANT.

3.2.3.2 Geophysical Measurements

One (1) geophysical array has been budgeted using Refraction Microtremor (ReMi) methodologies. The DAQlink 4 24-bit acquisition system (Seismic Source/Optim) utilizing a multichannel geophone cable with 12 geophones, placed at an approximate spacing of 16 feet (due to access limitations), will be used to obtain surface wave data. Vertical geophones with resonant frequencies of 10 Hz measure surface wave energy from broad band ambient site noise across the geophone array (i.e. ReMi setup location) for multiple 30-second iterations.

3.2.3.3 Pavement Borings, Coring, & Sampling

Up to four (4) auger borings and three (3) asphalt cores are budgeted. Pavement cores will be collected using a portable coring rig with a 4-inch diameter barrel. Due to the quantity of sample required per sampling location (on the order of 100 to 125 pounds) required to test the soil in accordance with the *2021 RTC Structural Design Guide for Flexible Pavement* Section 5.2.d (page 46), a two-wheel drive truck drill rig will pulverize the asphalt, drill through the base, and collect subgrade sample in addition to standard penetration test (SPT) testing to a depth of 3 feet in accordance with Section 5.2.d (page 40). Following pavement coring and drilling, aggregate base will be excavated and retained in bags. Aggregate base and asphalt thickness will be measured and recorded.

Subgrade soils will be excavated up to two (2) feet below the existing structural section. Soils encountered will be visually classified in accordance with the Unified Soils Classification System. Soil samples will be collected and brought back to our laboratory for testing. CONSULTANT's

geotechnical personnel will log material encountered during exploration in the field. Representative subgrade soil samples will be returned to our laboratory for testing.

CONSULTANT's field technician will photograph the pavement core and backfill each core location in the field.

3.2.4 Laboratory Testing

Laboratory testing will be completed on representative soil samples to determine soil classifications, strength properties, and corrosion. Several different tests are anticipated including index properties, moisture content, in-place dry density, and R-value. A brief description of these tests is included below:

- Representative samples of each significant soil type will be tested in our laboratory for index properties, such as moisture content, unit weight, grain size distribution, and plasticity.
- Select clay samples will be tested for triaxial shear testing (if clay is encountered).
- Resistance value tests (R-value testing) will also be completed. R-value testing measures the strength of subgrade soils and its expansion potential. The test results are used to determine the subgrade soil resilient modulus, which is used in structural section design. In accordance with the *2021 RTC Structural Design Guide for Flexible Pavement* Section 5.2.d (Page 46), two (2) R-value tests will be conducted per sampling location with no less than three (3) sampling locations per project. Two (2) additional R-values are budgeted in the case that 2 R-values at the sample sampling locations are not within the ASTM allowable precision in accordance with Section 5.2.d.
- Corrosion testing on representative native soils will also be performed to determine corrosion potential to concrete. Soils will be tested for soluble sulfates.

3.2.5 Analysis

All analyses will be in accordance with *2020 AASHTO Bridge Design Specifications, 9th Edition* and current NDOT standards, as applicable.

3.2.5.1 Bridge Foundation Analysis

Scour (i.e., long-term, contraction, and local) depths and appropriate protection, as needed, will be analyzed and designed by CONSULTANT rather than Geotechnical Sub-consultant (see Task 3.6 of this Scope). Geotechnical Sub-consultant will, however, provide D50 grain size distribution values to the CONSULTANT for use in scour analysis. Anticipated foundations may include shallow spread footings or drilled shafts. Axial compression and tension capacities for deep foundations will be provided.

SHAFT v6.0 computer software will be used to determine axial capacity and settlement behavior of drilled shafts. Axial capacity can be determined for multiple shaft diameters and tip elevations.

Lateral loading will be analyzed with computer software such as LPILE, which evaluates pile head deflections for different pile lengths, and bending moments and shear force with depth. CONSULTANT's structural engineers will complete this analysis with Geotechnical Sub-consultant providing geotechnical lateral design parameters.

Foundation analysis will be consistent with NDOT standards and NDOT Geotechnical Manual.

3.2.5.2 Wingwalls

Cantilever retaining wingwalls will be designed adjoining to the bridge abutments. Geotechnical Sub-consultant will provide anticipated design lateral loads including surcharge, static, and seismic.

3.2.5.3 Seismic Issues

To determine the location of mapped earthquake faulting trending through or near the project site, a review of the following published information was completed:

- USGS Website: *Earthquake Hazards Program Quaternary Faults in Google Earth*;
- The USGS Interactive Fault Map.

Previous review indicates that no mapped faults traverse through the roadway alignment. However, regional faulting will also be evaluated and fault properties including magnitude and proximity will determine seismic parameters used for soil liquefaction analysis.

Due to the proximity of the site to existing active faults (within 6-miles of an active fault), the “Site Specific Procedure” (outlined in AASHTO LRFD BDS Section 3.10.2.2) is required to assess the project design acceleration response spectrum (ARS). AASHTO also requires a peer review. CME will subcontract with:

- Ramin Motamed, PhD, PE to provide the ARS in accordance to AASHTO LRFD BDS Section 3.10.2.2; and
- Crawford & Associates, Inc. to perform a peer review as required per AASHTO LRFD BDS Section 3.10.2.2.

Peak ground acceleration, site classifications, spectral responses, and site coefficients will be determined based on our geophysical studies (ReMi shear wave analysis), AASHTO references, and NDOT standards. Design ground accelerations will be determined for retaining wall lateral load analysis. Peak ground accelerations will be used to determine pseudo-static forces for slope stability analysis.

Soil liquefaction and lateral spread potential will also be evaluated. Mitigation construction options will be presented, as applicable. Design recommendations may be provided, if needed, but is not included in this cost proposal. Typically, a specialty design-build contractor provides liquefaction mitigation measures based on their proprietary method(s).

3.2.5.4 Structural Section Design

Based on current City of Reno Pavement Condition Index Mapping, the estimated PCI for the improvement area is on the order of 70 to 80. Based on current PCI levels as well as anticipated distress during construction, structural section mill and overlay will be considered a potential alternative, except where the grade will be raised and/or bridge construction will remove the existing pavement structural section. This cost proposal includes rehabilitation and full-depth reconstruction structural section recommendations.

Traffic volumes (provided by RTC), over a 20-year design period, will be utilized to determine growth factors and design ESALs. The average ESAL factors for the roadway functional classification will be based on the NDOT’s Annual Traffic Report. According to the RTC Bus Route Map, no bus routes

currently travel on Sierra Street. CONSULTANT assumes this will not change and RTC bus traffic will not be considered in the analyses unless directed by the RTC or City of Reno.

At RTC's request, structural section design recommendations and associated design parameters will be based on the *2021 RTC Structural Design Guide for Flexible Pavement* published February 2021. Flexible pavement structural sections are anticipated for this project. Design recommendations will also follow City of Reno structural section recommendations based on the roadway classification.

3.2.6 Geotechnical Investigation Report

Upon completion of our field, laboratory, and office studies, two reports will be published including 1) bridge replacement, and 2) pavement ancillary improvements. General topics for the reports are discussed below.

3.2.6.1 Introduction, Site and Geologic Conditions, and Laboratory Testing

- Description of the project site with the approximate locations of our explorations, shown on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- Summary of geologic setting and soil profile;
- Site Conditions;
- Geologic cross-sections, where applicable;
- Anticipated groundwater depths and effect on construction;
- Results of laboratory tests and a description of test methods; and
- Soil corrosion potential to concrete.

3.2.6.2 Seismicity

- Faulting including project site and regional to determine seismic parameters;
- Seismic parameters for design including peak ground accelerations and spectral design response accelerations;
- Seismic analysis including soil liquefaction and lateral spread potential; and
- Seismic design parameters for retaining wall lateral loading determination.

3.2.6.3 Geotechnical Design Parameters

- Drilled shaft geotechnical axial compression, tension, and lateral soil design parameters using LPILE;
- Allowable bearing pressures for spread footings type foundations including sliding friction values and passive pressures;
- Lateral soil pressures including static and dynamic values for retaining wall design;
- Surcharge loading from traffic or other sources for retaining wall design.

3.2.6.4 Structural Section

- Subgrade soil resilient modulus for structural section design;
- Design ESAL analysis (traffic study provided by Jacobs);
- Structural section design for flexible pavement design.

3.2.6.5 Construction Recommendations

- Site preparation and grading including:
 - Foundation soils preparation recommendations;
 - Recommendations for embankment construction and material types;
 - General structural fill recommendations;
 - Suitability of site soils for use as structural fill and trench backfill.
- Structural section construction recommendations.
- Anticipated construction difficulties.

3.2.7 Meetings, Consultation, Review Comments and Specifications

The following hours are assumed for meeting budgets:

- Geotechnical Project Manager – 100 hours
- Senior Engineer – 40 hours

These meetings are anticipated to be comprised of internal design team meetings and project management team meetings with the RTC.

Additionally, budget has been included for review of specifications and review comments from responsible agencies such as NDOT, RTC, and City of Reno.

3.2.8 Engineering Services During Construction

As stated in the Introduction, an addendum will be executed with CONSULTANT to perform engineering services during construction, including construction staking and completing the record drawings. RTC will advertise a separate RFP to cover Construction Management Services. It is assumed this addendum will be negotiated prior to completion of the final design, projected to be in 2025.

3.2.9 Deliverables:

- Draft Geotechnical Investigation Report (Submitted at 60%)
- Final Geotechnical Investigation Report (Submitted at 90%)

3.3 Topographic Survey

3.3.1 Topographic Survey

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the Sierra Street Bridge Project. Survey and mapping will be detailed and extensive enough to identify drainage concerns, possible utility conflicts, design challenges, river hydraulics, the Ordinary High Water Mark determination, and property boundary determination.

The survey information will be provided for the full right-of-way width and will include cross-sections at 50-foot intervals from the south side of West First Street to approximately 140' south of Island Avenue (Court Street intersection). For Island Avenue, the existing ground topo shall extend 200' west past the intersection with Sierra Street. The Riverwalk at the NW, NE, and SE corners of the bridge will include survey for approximately 175' beyond the intersection with Sierra Street. Field survey will include but is not limited to, centerline elevations, existing stripping, edge of

pavement, curb/gutter, sidewalks, ADA ramps, multiuse paths, retaining walls, ditch features, hinge points, location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes, culverts, location, invert and rim elevations for all water and gas valves, boxes/vaults, location, invert and rim elevations of storm drain inlets/catch basins; utility poles/anchors, fences, signs, existing survey monuments, location of underground utility carsonite markers (if any), and any other key existing features.

Bathymetric Survey of the Truckee River will be obtained between 100' upstream of the Sierra Street Bridge and 75' Downstream of the Sierra Street Bridge to compliment the CTWCD lidar data for the existing hydraulic model. Ordinary High Water Mark will be obtained between the Virginia Street Bridge and the whitewater park drop structure just west of the Sierra Street Bridge (Approximately 250' upstream).

The field survey budget includes location and survey of twenty (20) right-of-way centerline monuments, property corners, section corners, and/or applicable public land survey monuments.

The budget includes 40 hours of additional as-needed survey for tie-in locations and other misc. survey needs during design.

3.3.2 Drone Aerial Imagery and Topography

CONSULTANT will perform an aerial planimetric survey with a drone flight path established to provide aerial imagery and topography for the limits bounded by Arlington Avenue to the west, Court Steet to the south, Virginia Street to the east, and West Second Street to the north.

Drone photography at the existing bridge from 10 different angles will be captured for use by others when creating renderings.

3.3.3 Deliverables:

- Color Aerial imagery ortho photos compatible with both MicroStation and AutoCAD
- MicroStation V8i file with topographic linework
- MicroStation InRoads SS2 Existing Ground Surface with 3D breaklines
- Label callouts for Rim and pipe inverts of Storm Drains, Sewer Systems, and other utilities
- One half (1/2)-Foot existing ground contour intervals at a scale of 1"=20'.
- Drone photography, minimum of 10 angles, to be used as background for renderings.

3.4 Right-Of-Way Engineering, Mapping, Acquisition, and Setting

3.4.1 Right-Of-Way Engineering, Mapping, and Acquisition:

CONSULTANT will research and obtain ownership information, recorded survey maps and property ownership documents that identify road rights-of-way and property boundary lines from the Washoe County Assessor's and Recorder's Offices. It is estimated that 5 ownerships, 4 private and the Nevada Division of State Lands (NDSL), could be impacted by the project design for the construction and maintenance of the new Sierra Street bridge structure.

CONSULTANT will compile a survey request to complete a field survey to locate and tie Section Corners, property corners, and the Ordinary High Water Mark of the Truckee River to determine property boundary lines of any impacted ownerships. CONSULTANT will perform field survey. Field surveys to adequately locate existing boundary lines is included in Task 3.3. CONSULTANT will solicit

and contract with a Title Company in the City of Reno to prepare and provide preliminary title reports, updated title reports and escrow services for the potentially impacted private ownerships. CONSULTANT will review and illustrate the preliminary and updated title reports for accuracy and understanding. This scope assumes 4 title reports will be provided at \$1,000 per report.

CONSULTANT will complete and check all calculations performed to establish the existing right-of-way corridor of Sierra Street and total property boundaries of impacted ownerships based on boundary determination established from found survey monuments in the field.

CONSULTANT will perform and check the calculations to establish the square foot areas of the permanent and temporary construction easement parcels to be acquired. It is estimated that 11 parcels will be calculated. CONSULTANT will calculate the square foot area for any new or relocated utility easements. It is estimated that 4 utility companies could require easements.

CONSULTANT will prepare and review a metes and bounds legal description and exhibit for each of the permanent and temporary construction easements and any new or relocated utility easements required from private property or the NDSL. CONSULTANT will submit the finished metes and bounds legal descriptions and exhibits to the RTC for their review and approval.

CONSULTANT will not be responsible for the hiring of an Appraiser or Reviewing Appraiser. CONSULTANT assumes the RTC will complete acquisition and conveyance documents.

3.4.2 Right-Of-Way Setting Meeting

Upon having a final approved environmental document and the completion of the 60% design, CONSULTANT will facilitate a Final Right-of-Way Setting meeting to present right-of-way setting mapping and explain the design impacts justifying the need to acquire permanent and temporary construction easement parcels for the bridge replacement and new or relocated utility easements. CONSULTANT will prepare a meeting agenda and a draft Right-of-Way Setting memo, including mapping, will be distributed prior to the meeting. Those required to attend are the Project Manager, task leads (as appropriate) from the CONSULTANT, the RTC Project Manager, and City of Reno. Invitations will also be sent to all applicable NDOT representatives, FHWA, and NDSL.

It is anticipated that up to two (2) Right-of-Way Setting meetings may be necessary. CONSULTANT will prepare the Final Right-of-way Setting meeting memorandum and Exhibits. If the initial meeting is deemed a preliminary Right-of-Way Setting meeting, meeting notes will be prepared and distributed including an action item log identifying the person responsible for resolving each item and the expected completion date via email prior to a final Right-of-Way Setting meeting being scheduled.

3.5 Subsurface Utilities

CONSULTANT will investigate and locate subsurface utilities within the bridge alignment, roadway right-of-way, and areas reasonably effected by project improvements, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data. Record utility drawings will be obtained from utility owners in the area. Quality Level B will be performed to horizontally mark and identify known underground utilities (that are able to be radio frequency induced) based on the provided utility record mapping. Underground and overhead utilities will then be field surveyed. No GPR (Ground Penetrating Radar) data collection will be provided. 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 RTC a list of utility companies whose utilities are likely to be within the Project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the Project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies, and incorporate utility design, as necessary, into the Project plans and specifications.

Where additional detail is required to support the design and ensure avoidance of utility impacts, CONSULTANT shall perform Quality Level A, capturing precise horizontal and vertical location of utilities. It is assumed a total of up to ten (10) potholes will be conducted to locate existing facilities within the project limits. Any necessary traffic control to conduct potholing will be the responsibility of the potholing subconsultant.

3.6 Hydrology and Hydraulics

CONSULTANT will review existing hydraulics of the Truckee River within the impact area of the Sierra Street Bridge Project. CONSULTANT will perform hydraulic analysis and identify engineering solutions that improve hydraulic capacity, provide appropriate freeboard, reduce flood hazard, and facilitate Project construction. Freeboard requirements will be determined by COR, TRFMA, CTWCD, and USACE based on site constraints and design limitations. CONSULTANT will provide hydraulic analysis necessary to secure permits and regulatory approval for Project implementation.

CONSULTANT will give due consideration to the existing Cochrane Ditch facility and will ensure that it remains in place without being impacted or will be modified through coordination with the City of Reno as managing member of the Cochrane Ditch LLC. This is an active irrigation facility which runs 365 days per year. CONSULTANT will coordinate with the City of Reno to determine what will be required to comply with the City of Reno flood hazard ordinance for the Cochrane Ditch.

3.6.1 Data Collection

The CONSULTANT will utilize Truckee River models from the Arlington Avenue Bridges Project as a starting point for the Sierra Street Bridge. These models are updated versions of the models maintained by the Carson-Truckee Water Conservancy District (14,000 cfs regulatory flow) and the Truckee River Flood Management Authority (100-Year flow.)

The CONSULTANT will obtain and review existing drainage studies which pertain to the Project site.

The RTC will provide the CONSULTANT with relevant GIS data from the City of Reno and Washoe County, including, but not limited to:

- Washoe County 2' topography
- Washoe County aerial photography
- City of Reno Active Sewer and Drainage Systems

3.6.2 Truckee River Hydraulics

The CONSULTANT will analyze the hydraulic characteristics of the Truckee River in the vicinity of the Sierra Street Bridge for use in obtaining permits and supporting project design.

3.6.2.1 Refine Existing Condition Models

The CONSULTANT will refine the existing condition river hydraulic models for use with development of, and comparison to, post development conditions. Independent hydrology to establish river flows will not be performed; the established flows provided by CTWCD and TRFMA will be used.

Existing condition hydraulic model refinements will utilize:

- Latest hydraulic models utilized for Arlington Avenue Bridges (CTWCD and TRFMA models)
- 2015 Surface and bathymetric lidar data collected by HDR for TRFMA
- Project specific field and bathymetric survey, to support hydraulic analysis and design

3.6.2.2 Proposed Condition Models

The CONSULTANT will utilize proposed condition bridge geometry and incorporate additional design refinements that result from bridge design development to create proposed condition CTWCD and TRFMA models.

3.6.2.3 Construction Stage Hydraulics

The CONSULTANT will provide construction-stage hydraulic analysis to identify likely hydraulic impacts of temporary changes to river geometry resulting from work done in the river needed for bridge construction.

3.6.2.4 Scour Analysis and Design

The CONSULTANT will provide scour analysis and provide scour mitigation meeting the requirements of the TMRDM, NDOT, and USACE.

3.6.3 Local Offsite Drainage

The CONSULTANT will analyze existing offsite hydrology utilizing the Truckee Meadows Regional Drainage Manual (TMRDM), and applicable elements of the Orange Book as guidance. Analysis will include:

- Existing offsite peak flow rates will be calculated for the 5- and 100-year design storm events from localized off-site contributing areas at key concentration points, per the TMRDM. Off-site watersheds greater than 100 acres will be modeled using SCS HEC-1 or HEC-HMS.
- Hydraulic modeling of existing storm drains that discharge to the Truckee River within the limits where changes to river hydraulics or river geometry is anticipated.
- It is assumed no off-site storm drainage facility design will be required, except to conform with proposed changes that result from proposed bridge and river geometry at discharge points.

3.6.4 Local Onsite Drainage

Onsite peak flow rates will be calculated for the 5- and 100-year storm events at key design points. On-site watersheds will be modeled using the Rational Formula. These design flows will be used to measure impacts of project improvements on peak flow values, to determine locations where additional or upgraded drainage facilities are required to meet street flow criteria.

3.6.5 Drainage Design Reports

The CONSULTANT will package and submit Drainage Design Reports in accordance with the 30%, 60%, 90% and 100% design deliverable schedule. The design reports will include narrative, hydrologic and hydraulic calculations commensurate with the level of design at each submittal stage.

3.6.6 USACE 408 Permit Application Technical Report

The CONSULTANT will package a technical report, including narrative, hydraulic models, associated calculations, and other materials required for the application of a USACE Section 408 permit. This will include refined existing, proposed and construction-stage models for the 14,000 cfs regulatory flow. The CONSULTANT will coordinate with, and address comments from, the CTWCD and USACE as required to satisfy the Section 408 Permit's hydraulic requirements.

3.7 Traffic Analysis

3.7.1 Data Collection and Traffic Operations Analysis

CONSULTANT will collect AM and PM peak period turning movement volumes at the intersections along Sierra Street from W 2nd Street to California Avenue to aid in the Existing Conditions traffic analysis. CONSULTANT will collect AM and PM peak period turning movement volumes at the signalized intersections along Arlington Avenue and Virginia Street to aid in the Construction Impacts analysis. CONSULTANT will complete Existing Conditions analysis for eight intersections along Sierra Street from W 2nd Street to California Avenue. CONSULTANT will complete Construction Impacts analysis at 10 intersections along Sierra Street, Arlington Avenue, and Virginia Street. CONSULTANT will complete traffic operation analyses using Synchro/HCS.

3.7.2 Traffic Operations and Construction Impacts Memorandum

CONSULTANT will prepare a *Traffic Operations and Construction Impacts Memorandum* outlining the existing level of traffic operations at the study intersections along Sierra Street and the expected level of traffic operations at signalized intersections along the planned detour routes. CONSULTANT will summarize the results and findings of the traffic analysis.

3.7.3 Deliverables

- One Draft version of the Traffic Operations and Construction Impacts Memorandum
- One Final version of the Traffic Operations and Construction Impacts Memorandum

Task 4: Environmental Studies, Documentation and Support Services

The CONSULTANT shall provide environmental services to complete the National Environmental Policy Act (NEPA) process. Based on the CONSULTANT's recent experience with the Arlington Avenue Bridges, it is anticipated that a documented Categorical Exclusion will be required. The CONSULTANT will complete tasks and deliverables to facilitate NDOT's completion of a Categorical Exclusion checklist. This scope assumes that NDOT will obtain FHWA NEPA approval based on environmental studies and documentation prepared by the CONSULTANT. If NDOT and/or FHWA determine that an EA is warranted, work to prepare an EA/FONSI would be contracted separately.

4.1 Scoping and Facilitation of NEPA Process

4.1.1 NEPA Scoping/Intent to Study

Review available information regarding the project and general study area. Prepare general project description and project map. Prepare Intent to Study letters and distribute to resource agencies and others on the NDOT distribution list to inform them of the study and solicit input. Address one round of comments from RTC and NDOT. Collect and categorize comments received.

4.1.2 NDOT / FHWA Status Meetings

Up to five (5) CONSULTANT staff will attend meetings (via teleconference) with RTC, FHWA, and NDOT environmental staff to discuss project issues and status. The frequency of meetings will vary depending on the amount of coordination needed at different points in the process, with most coordination anticipated during early scoping and during preparation and review of technical memoranda and permit applications. This scope assumes up to fifteen (15) meetings. Meeting notes and action items will be recorded and distributed to attendees. These meetings will be separate from the Design Review Committee (DRC) meetings (as described in Task 1.1.2).

4.1.3 Resource or Stakeholder Meetings

Up to four (4) CONSULTANT staff will attend five (5) coordination meetings with individual resource agencies and/or stakeholders (via teleconference). Meeting notes and action items will be recorded and distributed to attendees.

4.1.4 Internal Coordination and Data Management

Environmental lead will meet with resource discipline leads at project initiation and periodically during data collection, preparation of technical memorandums, and permitting to coordinate efforts and keep work advancing on schedule. This scope assumes up to twelve (12) meetings. The environmental lead will coordinate with the design team to obtain design information for use in a GIS database and webmap to be used for environmental studies and impact analysis. This scope assumes the GIS database and webmap will be updated up to eight (8) times with current design files.

4.2 Resource Studies and Documentation

This task consists of the environmental resources and specialty areas which must be analyzed, coordinated with stakeholders and resource agencies, documented, and, in some cases, mitigated. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories.

Field data will be collected to supplement desktop research, including one site visit for historic resources and one for biological resources and waters of the US. Any necessary Right of Entry Permits will be obtained prior to starting field work (see Task 5.1).

Two alternatives, the no action/no build and a build alternative, will be analyzed. Resources that occur in the project area and have the potential to be affected will be analyzed using best available data appropriate to the scope of the resource in context with the project. Measures to mitigate identified resource impacts will be developed as appropriate.

CONSULTANT will prepare technical memoranda for resources affected by the Project. Documents will be prepared consistent with industry standards and best practices. This scope assumes the same document templates from the Arlington Avenue Bridges project will be used. Unless specified otherwise, submit one draft memorandum on each topic listed below for concurrent RTC and NDOT review. Address one round of concurrent comments and submit one final memorandum for each topic. NDOT involvement, unless otherwise noted, will be in a review capacity. Resource studies and documentation will include:

4.2.1 Land Use

Prepare a technical memorandum documenting existing conditions and anticipated changes to land use resulting from the project. Prepare a detailed description of the project, the no action alternative, and the preferred alternative, to be used in this and other technical memoranda. Review land use and zoning data, information, and adopted plans from Reno and Washoe County to identify existing land use, current development trends, and anticipated land use changes based on adopted plans. Analyze the project's anticipated impacts on land use, including changes to existing land use, compatibility with local and regional land use plans, and induced growth. This scope assumes no impacts to existing or planned land use, and no induced growth would result from the project.

4.2.2 Socio-Economic Resources and Environmental Justice

Prepare a technical memorandum documenting existing conditions and anticipated changes to businesses, neighborhoods, community resources, and environmental justice populations, resulting from the Project. Obtain and review demographic data from the US Census Bureau and American Community Survey, and information from local and regional plans regarding community facilities and economic/employment generators. Determine if/how the Project would change quality of life, influence community cohesion, and affect businesses, residents, and public services by changing access and travel patterns. Consider potential burdens and benefits (impacts) from the construction and post-construction operation of the Project and potential mitigation measures to determine the potential for disproportionately high and adverse impacts to minority and low-income populations. This scope assumes primarily temporary impacts and no disproportionately high or adverse impacts to minority or low-income populations.

4.2.3 Cultural Resources

The CONSULTANT shall provide documentation to support NDOT in Section 106 consultation. This scope assumes that two separate Section 106 consultations will be necessary; one for geotechnical data collection and one for project construction.

- **APE Delineation and Screening Form.** Review existing information available from nearby projects and preliminary environmental studies completed. Complete cultural resources kick off meeting with NDOT cultural resources staff to review the extent of the project, confirm anticipated required technical studies, discuss project methodologies, and project schedule. Develop a visual and direct Area of Potential Effects (APE) for review and approval by NDOT that accounts for anticipated direct and indirect effects within roadways and parcels along the corridor and extends up to two parcels deep based on the visibility of project features from those parcels. After NDOT review and approval of the APE, complete a preliminary NVCRIS search to identify previously recorded cultural resources and extent of past survey coverage in the APE and surrounding information. Develop a screening form for submission to NV SHPO by NDOT cultural resources

staff that summarizes the APE limits, project description, research methods, proposed survey methods, and known resources in the area. Append APE maps to the screening form.

- **Section 106 Coordination for Geotechnical Boring.** Provide support to NDOT for Section 106 clearance for proposed geotech borings prior to geotech work being conducted. Delineate a separate APE based on boring locations, incorporate NVCRIS search results, and draft a screening form that NDOT can submit to NV SHPO. Provide support for agency coordination with the USACE and tribal groups for Section 106 compliance.
- **Literature Search.** Conduct background research through the NVCRIS system of previously recorded cultural resources and previously conducted investigations. Additional research will be completed with local, state, and federal agencies, as well as local groups and stakeholders, to identify resources that may not be included in the NVCRIS results. Research will be completed remotely and also include one in-person day of research, excluding travel. The search will include the project APE and up to a one-mile buffer past the APE limits with copies of sites records and reports pulled for resources within or near the APE. A predictive model or buried sensitivity analysis will be developed to identify the overall sensitivity of archaeological resources within the APE, if warranted based on soil type, geology, water sources, past land uses, and distribution of known archaeological resources
- **Field Surveys.** Architectural surveys will be completed for the APE. Surveys will record and evaluate resources constructed before 1977. Up to 8 resources will be recorded and evaluated through ARA forms and IMACS forms. Surveys will be completed in one day by an architectural historian, excluding travel. This scope assumes no historic districts need to be recorded and evaluated. Due to the heavily disturbed area, this scope assumes a separate archaeological survey will not be required. NDOT's Tribal Liaison will lead tribal consultation and work with tribal groups to determine if this portion of the Truckee River is eligible for listing in the NRHP as a Traditional Cultural Property. No type of ethnographic study will be prepared by Jacobs.
- **Reporting.** A combined archaeological and architectural report will be prepared that summarizes the identification and evaluation efforts for cultural resources within the APE. A finding of effect analysis will be included in the report that applies the Criteria of Adverse Effect. A separate report will not be prepared for effects analysis. The Sierra Street Bridge has been previously recorded and evaluated as eligible for listing in the NRHP. This scope assumes the project will have a finding of an adverse effect for Sierra Street bridge resulting from demolition or alteration that does not meet the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties. Appended to the report will be APE maps, maps depicting the age of resources in the APE, recordation forms, records search results, photographs of the APE, and project plans and conceptual drawings. Any resources that have recently evaluated and received SHPO concurrence within the past 5 years will not require updated ARA Forms. Historic Resources will also be evaluated as contributors to potential historic districts if they are located within the boundaries of a subdivision, planned community, or part of an interrelated complex or structure through ARA - District Forms. This scope assumes a full or partial inventory of the potential historic districts outside the APE is not required; rather photographs will be included to provide a limited representative sample of each potential historic district, and historic context information will be developed on the development of the larger resource (as a whole). Reports or analysis addressing the presence of a Traditional Cultural Property will be prepared by NDOT. Jacobs to help draft tribal letters at the request of NDOT's tribal liaison. Archaeological sites will not be present within the APE (area of direct impact).

- **Memorandum of Agreement.** To resolve adverse effects to the Sierra Street Bridge, a Memorandum of Agreement (MOA) will be prepared. The MOA will follow the NDOT and SHPO prototypical MOA format and is expected to include provisions for inadvertent discoveries, HAER recordation of bridge, and development of an interpretative display or website. One meeting will occur with the SHPO, FHWA, and NDOT on the MOA. This scope assumes no tribes or local groups will elect to participate as consulting parties and that the Advisory Council on Historic Preservation will decline participation as a consulting party. Two rounds of revisions will be completed by SHPO, FHWA, and NDOT prior to execution of the MOA.

4.2.4 Visual Impact Assessment

Following the FHWA 2015 Guidelines for the Visual Impact Assessment of Highway Projects, prepare a visual impact assessment memorandum. The CONSULTANT will start by preparing the scoping questionnaire to confirm the appropriate level of documentation. This scope assumes impacts to visual resources will be negligible and that a VIA memorandum is appropriate. Analysis will include describing the projects visual components and location; visual character, typical viewers, changes to visual character resulting from the Project, and relevant mitigation measures. This scope does not include a separate site visit. Visual character will be ascertained through site photos taken by others, aerial imagery, and Google Earth streetview. Visual simulations prepared under Task 2.3 will be used to demonstrate visual changes resulting from the Project.

4.2.5 Recreation Resources

Prepare a technical memorandum documenting existing conditions and anticipated changes to recreation resources resulting from the project. Review recreation information in adopted plans from Reno and Washoe County to identify existing and planned recreation resources, including relevant goals, objectives, and policies. Analyze the project's anticipated impacts to identified resources. This scope assumes impacts are minor and primarily temporary in nature.

4.2.6 Section 4(f)

Coordinate with the City of Reno parks and recreation staff to confirm amenities and visitor use patterns for existing and planned recreation resources in the project area to determine Section 4(f) applicability. This scope assumes the Project will result in a temporary occupancy of up to two recreation resources and no Section 4(f) use of historic resources. Through coordination with City of Reno parks and recreation staff, prepare a temporary occupancy concurrence letter for signature by the City.

4.2.7 Multi-Modal Facilities

Prepare a technical memorandum documenting existing and planned multi-modal facilities in the project area and changes to those facilities that may result from the Project. Review NDOT, RTC, and City of Reno plans to identify bicycle, pedestrian, on-street parking, and transit facilities. Assess how the Project would alter or improve facilities and service.

4.2.8 Biological Resources

Prepare a Biological Assessment documenting existing conditions for federally protected aquatic species and anticipated impacts resulting from the Project. Collect and analyze resource data for the project area, including information from U.S. Fish and Wildlife Service (USFWS), Natural Diversity

Information Source (NDIS), and Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area. Concurrent with the aquatic resources site visit, assess habitat for protected species. This scope does not include species specific protocol surveys or GPS mapping of vegetation (beyond what is required for the aquatic resources delineation). This scope assumes a No Effect or Not Likely to Adversely Affect determination will be made through informal consultation with USFWS.

4.2.9 Floodplains

Prepare a technical memorandum documenting the FEMA-regulated 100-year floodplain and changes resulting from the Project. This information will be summarized from review of the FEMA FIRMs in the Project area and the 30% Preliminary Drainage Design Report (see Task 3.6.5). This scope assumes no significant floodplain impacts or rise in base flood elevations.

4.2.10 Water Resources and Water Quality

Prepare a technical memorandum documenting existing water resources and water quality conditions, and potential changes resulting from the Project. Check NDEP database for listed Section 303(d) waters. Qualitatively evaluate potential water quality impacts from stormwater runoff and construction-related contaminants, as well as any changes to permanent water quality features and the potential impacts of those changes on the Truckee River's water quality. Quantitatively evaluate changes in impervious surface resulting from the Project to assess potential impacts of stormwater runoff.

4.2.11 Wetlands and Waters of the U.S.

Prepare an aquatic resources technical memorandum to document existing conditions and impacts resulting from the project. Conduct a site visit, to be done concurrently with the biological site visit, to delineate wetlands and waters of the U.S. per the Corps of Engineers 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region. Delineate jurisdictional waters using Trimble Pathfinder GPS to submeter accuracy. Post process and include in GIS mapping. Assess impacts to waters of the U.S. based on design. Work with designers to avoid, minimize, and mitigate impacts. This scope assumes no permanent wetland impacts and no compensatory mitigation is needed.

4.2.12 Hazardous Materials

Conduct an initial site assessment of hazardous materials to identify potential sources of contamination that could impact the Project. Findings will be documented in a hazardous materials technical memorandum. Tasks under this scope of services include the following:

- Data collection – a regulatory records search will be conducted by Environmental Data Resources (EDR), or an equivalent service. The search distance to obtain information will be based on the standard ASTM search distances up to one mile from the proposed project.
- Historical aerial photographs will be reviewed (if available) to evaluate changes in past property usage within the study area.
- Historical topographic maps will be reviewed to evaluate/document physical changes to the subject property and surrounding properties within the study area

- Site reconnaissance will be conducted to locate listed sites identified in the EDR report as well as other sites not listed, but which are suspected to have hazardous material concerns within the study area. The site reconnaissance will consist of a windshield survey and visual inspection for indications of soil contamination and/or other indications of potential hazardous materials concerns that may have the potential to impact the project. Inspection of structures and private properties will not be conducted. Site reconnaissance will be completed concurrent with the wetland site visit.

4.2.13 Resources Not Affected

Prepare a technical memorandum documenting rationale/justification for specific resources that will not be affected. This scope assumes resources documented in this memo will include Air Quality, Energy, Farmlands, Traffic Noise, and Section 6(f).

4.2.14 Mitigation Summary Table

Prepare a summary table of mitigation measures from each of the technical memoranda. For each mitigation measure, the table will document the impact to be mitigated, the project phase during which the measure will be implemented, and the party responsible for ensuring the measure is implemented. The table will be used by the design team to track how each measure is captured in the construction plans and specifications.

4.3 Deliverables

- Draft and Final Intent to Study Letters
- Agendas and Meeting Summaries
- Draft and Final Land Use Memorandum
- Draft and Final Socio-Economic Resources and Environmental Justice Memorandum
- Draft and Final Architectural History Report
- Draft and Final Visual Impact Assessment Memorandum
- Draft and Final Recreational Resources Memorandum
- Draft and Final Temporary Occupancy Exception Concurrence Letter
- Draft and Final Multi-Modal Memorandum
- Draft and Final Biological Assessment
- Draft and Final Floodplains Memorandum
- Draft and Final Water Resources and Water Quality Memorandum
- Draft and Final Aquatic Resources Memorandum
- Draft and Final Hazardous Materials Memorandum
- Draft and Final Resources Not Affected Memorandum
- Mitigation Summary Table

Task 5: Permitting

5.1 Permitting

The Truckee River is a “Water of the United States” and is subject to Clean Water Act (CWA) regulations, including Section 404 and Section 401. Additionally, the potential to affect a US Army Corps of Engineers (USACE) Civil Works project triggers the need for a Section 408 permit. The

CONSULTANT shall coordinate with regulatory agencies including USACE, Nevada Department of Environmental Protection (NDEP), and Carson Truckee Water Conservancy District (CTWCD), and prepare applications to obtain permits allowing necessary Project approvals for advertisement and construction.

CONSULTANT will obtain Right of Entry Permits for adjacent properties prior to accessing for site investigations, survey, or any other field activity. This scope assumes that request letters will be sent to four (4) property owners, a follow-up call will occur with each owner to answer questions, and 24-hour advance notification will be provided via phone or email when project staff will be on-site.

Construction permits that are the Contractor's responsibility shall be identified prior to construction so information can be provided during bidding.

5.1.1 Clean Water Act Section 404 Permit(s)

Assist the RTC in obtaining 404 permits from the USACE for work below the ordinary high water mark (OHWM), including geotechnical borings and project construction. Using results of the wetland and waters of the US delineation discussed below in item 2, prepare two Pre-Construction Notifications (PCN) for Nationwide Permit (NWP) 6 (survey activities) and NWP 14 (transportation). Coordinate with the USACE to discuss submittal requirements.

Each PCN will include:

- Delineation maps.
- Representative photographs.
- Relevant plan and profile sheets showing wetland mapping and impacts, including information related to permanent fills in wetlands and below OHWM in waters of the US.
- Section 7 and Section 106 documentation.

Submit draft PCNs for RTC and NDOT review. Address one round of comments on the draft application and provide a final PCN to RTC and NDOT. Submit PCN to the USACE.

5.1.2 Clean Water Act Section 401 Water Quality Certification(s)

Assist the RTC in obtaining 401 water quality certifications from the Nevada Division of Environmental Protection (NDEP) for geotechnical borings and project construction activities that may result in discharge into navigable waters of the US.

Each application will include:

- Cover letter.
- NDEP application form.
- Project location map.
- Representative photographs.

Submit draft applications for RTC and NDOT review. Address one round of comments on the draft application and provide a final application package to RTC and NDOT. Submit application to the NDEP. Submit a request for a pre-filing meeting in conjunction with the Section 401 application submittal. Participate in one pre-filing meeting for each certification.

5.1.3 USACE Section 408 Permit

Regulatory coordination and permitting with the Carson Truckee Water Conservancy District and the US Army Corps of Engineers for the Encroachment Permit and Section 408 authorizations for work within the 14,000 cfs inundation area – both for the geotechnical program and for the bridge project itself.

The proposed bridge's borings would be drilled within the 14,000 cfs inundation limits of the Truckee River, which will require a Section 408 authorization. The bridge abutments are outside of the 14,000 cfs inundation limits of the Truckee River and will not require a Section 408 authorization for the geotechnical investigation. The Section 408 authorization for the geotechnical investigation for the bridge borings will require at least 7 attachments, including:

- Vicinity Map
- 14,000 cfs Inundation Map of the Truckee River
- Work Zone Areas and Access Routes Map
- Pre-Project Conditions Photos of the Proposed Geotechnical Boring Locations
- Cross-Sections for Geotechnical Boring Locations
- Map of OHWM for Truckee River
- Property Owner Information

The Section 408 authorization for the bridge project itself will require at least 11 attachments, including:

- Vicinity Map
- Project Area, Disturbance Area, Access Routes, Staging Areas
- Pre-Project Conditions
 - Photos of Vegetation on the North and South Banks of the Truckee River
 - Existing Features Photo Showing Future Work Area
- Map of Truckee River OHWM and 14,000 cfs Inundation Limits
- Property Owner Information
- Project Plans & Technical Specifications
 - Construction Staging Overview and Construction Methods
 - Truckee River Cross-Sections
 - Sierra Street Bridge Plan Sheets
- 408 Permit Drainage Technical Report
- Revegetation Plans
- Project Schedule
- Environmental Document and Agency Coordination
 - Section 7 consultation results
 - Section 106 consultation results
- City of Reno Flood Response Action Plan

In addition to the Encroachment Permit applications and request for Section 408 authorization, CONSULTANT shall prepare Categorical Permission applications. These applications were developed by the USACE to streamline the processing of Section 408 authorization requests. The following applications are anticipated to be required:

- Categorical Permission 2, Borings, Levee Explorations, and Instrumentation
- Categorical Permission 4, Bridges
- Categorical Permission 11, Fiber Optic and Dry Utility Pipes
- Categorical Permission 16, Pressurized Pipes

This scope assumes one USACE pre-application meeting will be held for each of the two applications. For each of the meetings an agenda and meeting minutes will be produced.

5.1.4 Permit Summary

CONSULTANT shall prepare a permit summary table documenting the required permits. The table will identify each permit needed, the permitting agency, basic steps in the permit process, timing of the permit, and party responsible for preparing the permit application. The summary will include design-phase permits, as well as construction phase permits to be obtained by the contractor.

5.1.5 Deliverables

- Draft and Final Section 404 PCN for geotechnical boring in river
- Draft and Final Section 404 PCN for project
- Draft and Final Section 401 application for geotechnical boring in river
- Draft and Final Section 401 application for project
- Draft and Final Section 408 application for geotechnical boring in the 14,000 cfs inundation area
- Draft and Final Section 408 application for project
- Draft and Final Categorical Permission checklist for geotechnical borings in the 14,000 cfs inundation area
- Draft and Final Categorical Permission checklists for project
- Right of Entry Permits for field work
- Draft and Final Permit Summary Table

Task 6: Preliminary Design (30% Design Submittal)

CONSULTANT will evaluate and further develop the recommended alternative identified in the Alternatives Analysis.

6.1 DESIGN CRITERIA & SOFTWARE

6.1.1 Design Criteria

CONSULTANT will develop design criteria. Design standards will be established based on:

- City of Reno Design Standards, February 2009 and January 2016 for Chapter VI.
- Standard Specifications for Public Works Construction (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2011
- Manual on Uniform Traffic Control Devices 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Washoe County Development Code, latest version
- Truckee Meadows Regional Drainage Manual, latest version

- Structural design criteria will be according to 2020 AASHTO Bridge Design Specifications, 9th Edition and current NDOT standards, as applicable

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review by the RTC and other agencies for review and approval. A meeting will be held with the RTC and agencies to reconcile any outstanding review comments and prepare and submit the final Design Criteria. CONSULTANT will review existing geometry for consistency with the agreed upon standards.

Should the RTC direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

6.1.2 Software

Project design and plans will be produced using MicroStation V8i SS10 and Power InRoads SS2, with the understanding that master files can be translated to AutoCAD at the completion of final design for final delivery to the RTC, if required. ProjectWise will be used to organize CADD files, including those of the sub-consultants.

6.1.3 Deliverables

- Draft Design Criteria for Agency Review
- Final Design Criteria

6.2 30% PRELIMINARY DESIGN

CONSULTANT will further evaluate the recommended alternative identified in the Alternatives Study.

6.2.1 Roadway

CONSULTANT will develop Roadway plans, including pedestrian, bicycle, and on-street parking elements, designed in accordance with the design criteria developed in Task 3.1.1. Design exceptions are not anticipated; however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations.

6.2.2 Bridge

Bridge design will advance to a 30% submittal based on the recommendation of the Alternatives Report. In addition, a Bridge Design Criteria Memo will be prepared that summarizes relevant bridge design criteria adopted for use on this project. It is assumed that the bridge design will include up to 20' of floodwall tie-in on each of the four corners of the bridge. The floodwall tie-in lengths will be governed by ADA grades.

6.2.3 Drainage Analysis

This scope is based on drainage criteria outlined by the Truckee Meadows Regional Drainage Manual (TMRDM) and Truckee Meadows Structural Controls Design and Low Impact Development Manual.

CONSULTANT will estimate street surface flow characteristics (i.e. depth, velocity, spread width/dry lane, and velocity times depth) using Manning's Equations for 5- and 100-year design storm events.

CONSULTANT will evaluate existing drainage facilities to ensure they meet drainage criteria using Manning's Equation for storm drain facilities, and HEC-22 for drop inlets.

CONSULTANT will complete preliminary (30%) design of proposed drainage facilities (drop inlets and storm drain facilities) to meet drainage criteria. Where possible, use of and tie-ins into existing drainage systems along Sierra Street will be incorporated into the design. CONSULTANT will prepare a 30% Drainage Design Report.

6.2.4 *Lighting and Electrical Design*

Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, irrigation control power (if any), 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 for the 30% submittal will be conceptual only. No detailed analysis will be completed at the 30% design for lighting.

6.2.5 *Landscape and Aesthetics*

CONSULTANT will develop up to two landscape and aesthetic element alternatives for public input.

6.2.6 *30% Plan Set*

Plan sheets will be drafted electronically at full size, 1"=20' scale, on 22" x 34" size paper, and PDF'd full size, but printed at only half size, 1"=40' scale, on 11" x 17".

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 30% submittal:

- Title Sheet (1)
- Index of Sheets, General Notes, Legend, and Abbreviations (2)
- Typical Section Sheets (2)
 - As-constructed and proposed improvement typical sections for the final alignment
 - Minimum and maximum roadway width and lane configuration
 - Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
 - Proposed pedestrian and bicycle improvements
 - Proposed retaining wall locations, if any
 - Removal limits
 - Pavement section depths
- Survey Control / Right of Way Sheets (3)
 - Existing Right of Way limits
 - Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement
 - Preliminary right of way impacts
- Removals and Utility Sheets (2)
 - 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 (2)
 - Plan view over profile view stacked window layout
 - Horizontal curve data, bearings, distances, 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
- Bridge Sheets (2)
 - Front Sheet – Plan, Elevation, and Typical Section
 - Geometrics Sheet including foundation layout
- Drainage – Plan and Profile Sheets (2)
 - 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
- Signing/Striping Sheets (1)
 - Double plan view, stacked windows
 - Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
 - Proposed Signing
- Electrical Sheets (2)
 - Preliminary electrical design layout
- Landscape and Aesthetics Sheets (18)
 - Up to two conceptual alternatives
- Standard Details (5)
 - Copies of Standard Details

Approximately 42 Sheets Total.

Exclusions from the 30% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary, resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Details will not be prepared
- Retaining Wall Plans will not be prepared
- Detailed analysis for lighting and electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No landscape or aesthetic designs
- No public art design is included, nor identification of potential location(s)

6.2.7 30% Cost Estimate

CONSULTANT will prepare a 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.

6.2.8 Technical Specifications

Special Technical Specifications will not be prepared at the 30% Submittal.

6.2.9 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

6.2.10 30% Design Submittal Deliverables

CONSULTANT will submit 30% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC (1 Printed Copy and Electronic Distribution); City of Reno NDOT, FHWA, TRFMA, and CTWCD (Electronic Distribution):

- 11"x17" PDF of 30% design plans
- Design Exception Summary (as necessary)
- Bridge Design Criteria Memo
- 30% Hydraulic Report
- 30% Design Hydraulic Models
- Draft Geotechnical Report
- Draft Traffic Analysis Report
- Engineer's opinion of probable construction cost estimate (RTC Only)
- Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 30% design plans
- Electronic Distribution of Review Comment Instructions & Comment Form

Assume 2 utility companies will require printed plan set to be mailed.

6.2.11 Constructability Review, ICE, Construction Schedule, Risk Assessment/Value Engineering Workshop

Sub-consultant PCSG will provide an independent constructability review of the 30% design plans, an independent production-rate based 30% cost estimate (for RTC use only), and provide a draft construction schedule (for RTC use only). Sub-consultant PCSG will also host a risk assessment/value engineering workshop to be attended by the RTC, City of Reno, NDOT, and other DRC members, as appropriate, during the agency review period of the 30% design plans.

6.2.12 30% Review Comment Resolution

CONSULTANT will consolidate and respond to 30% design review comments. A comment resolution meeting will be held with six (6) CONSULTANT attendees if comments are extensive and need agency coordination before advancing the design to 60%.

Task 7: 60% Design Submittal

7.1 Design

Incorporating agency comments from the 30% design review, CONSULTANT will advance the design and prepare 60% design plans, a corresponding 60% preliminary opinion of the probable construction cost estimate, and 60% technical specifications.

7.2 Landscape and Aesthetics

Landscape and aesthetics will be evaluated concurrently, but outside of the NEPA process. Stakeholder and Public involvement will be required to determine final Landscape and Aesthetics for the Project. Landscape and Aesthetics sheets will be included in the 60% Design.

7.3 Bridge

Bridge design will advance to a 60% submittal. In addition, the Bridge Design Criteria Memo will be updated.

7.4 Drainage Analysis

CONSULTANT will progress the drainage design and report to a 60% design level.

7.5 60% Plan Set

Plan sheets included in the 30% submittal will be advanced to the 60% level of detail. Additional sheets to be included are:

- Geometric Control and Grading Plans (4)
 - Geometric control and grading plan information for median islands, separated sidewalks, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (4)
- Bridge Plan Sheets (45)
- Retaining Wall or other Special Structural Features (2)
- Detailed analysis for lighting and/or electrical (4)
- Additional Detail Sheets (6)
- Landscape and Aesthetic design (20)

Approximately 127 Sheets Total.

Exclusions from the 60% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)

7.6 60% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 60% design level.

7.7 Technical Specifications

CONSULTANT will be provided with the most recent RTC Technical Specifications templates. Technical specifications will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical specifications will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book. CONSULTANT will prepare 60% technical specifications which will include a detailed outline of the technical specifications for those items not identified as part of the Standard Specifications.

7.8 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

7.9 60% Design Submittal Deliverables

CONSULTANT will submit 60% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC (1 Printed Copy and Electronic Distribution); City of Reno, NDOT, FHWA, TRFMA, and CTWCD (Electronic Distribution):

- 11"x17" 60% design plans
- Design Exception Report (as necessary)
- 60% Drainage Design Report
- 60% Design Hydraulic Models
- Bridge Design Criteria Report (updated)
- Final Traffic Analysis Report
- Final Geotechnical Report
- 60% Technical Specifications (.doc and .pdf format)
- 60% Engineer's opinion of probable construction cost estimate (RTC only)
- 30% Review Comment Responses
- 60% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 60% design plans
- Electronic Distribution of 60% Review Comment Instructions & Comment Form

Assume 2 utility companies will require printed plan set to be mailed.

7.10 Constructability Review, ICE, Construction Schedule, Risk Assessment/Value Engineering Workshop

Sub-consultant PCSG will provide an independent constructability review of the 60% design plans, prepare an independent production-rate based 60% cost estimate (for RTC only), and an updated draft construction schedule (for RTC only). Sub-consultant PCSG will also host a risk assessment/value engineering workshop to be attended by the RTC, City of Reno, NDOT, and other DRC members, as appropriate, during the agency review period of the 60% design plans.

7.11 60% Review Comment Resolution

CONSULTANT will consolidate and respond to 60% design review comments. A comment resolution meeting will be held with six (6) CONSULTANT attendees before advancing the design to 90%.

Task 8: 90 % Design

8.1 90% Design

Incorporating agency comments from the 60% design review, CONSULTANT will advance the design and prepare 90% design plans, a corresponding 90% preliminary opinion of the probable construction cost estimate, and 90% technical specifications.

8.2 Bridge Independent Quality Assurance (QA) Review

CONSULTANT will perform an independent QA review of the bridge plans in conformance with NDOT bridge design procedures. The plans will be reviewed and an independent set of check calculations will be completed as part of the review. Design and plan comments will be provided to the designer and responses to comments will be prepared and reconciled with the reviewer. The CONSULTANT shall be responsible for incorporating any changes or corrections generated from the independent QA review into the design documents.

8.3 90% Plan Set

Plan sheets included in the 60% submittal will be advanced to the 90% level of detail. Twenty-three (23) additional sheets are assumed, for a total of approximately one-hundred and fifty (150) sheets.

8.4 90% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

8.5 Technical Specifications

CONSULTANT will provide detailed technical specifications for the outline created at the 60% submittal, and any additional items as determined during the 90% design. Technical specifications will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

A draft Traffic Management Plan (TMP) will be included with the 90% specifications. The TMP will summarize possible construction phasing and include temporary traffic control concepts (no formal plan sheets), and other pertinent information to allow the contractor to develop temporary traffic control plans for approval by the Agencies.

8.6 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

8.7 90% Design Submittal Deliverables

CONSULTANT will submit 90% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC (1 printed copy and electronic distribution); City of Reno NDOT, FHWA, TRFMA, and CTWCD (Electronic Distribution):

- 11"x17" 90% design plans
- 90% Drainage Design Report
- 90% Design Hydraulic Models
- 90% Technical Specifications
- 90% Engineer's opinion of probable construction cost estimate (RTC Only)
- 60% Review Comment Responses
- 90% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 90% design plans
- Electronic Distribution of 90% Review Comment Instructions & Comment Form

Assume 2 utility companies will require printed plan set to be mailed

8.8 ICE, Construction Schedule

Sub-consultant PCSG will provide an independent production-rate based 90% cost estimate (for RTC only), and update the draft construction schedule (for RTC only).

8.9 90% Review Comment Resolution

CONSULTANT will consolidate and respond to 90% design review comments. A comment resolution meeting will be held with six (6) CONSULTANT attendees before advancing the design to 100%.

Task 9: Final Design

9.1 100% Design

Incorporating agency comments from the 90% design review, CONSULTANT will advance the design and prepare 100% design plans, a corresponding 100% preliminary opinion of the probable construction cost estimate, and 100% technical specifications.

9.2 100% Plan Set

Plan sheets included in the 90% submittal will be advanced to 100% level of detail. Ten (10) additional sheets are assumed to be included, for a total of approximately two-hundred ten (210) sheets.

9.3 100% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 100% design level.

9.4 Technical Specifications

CONSULTANT will advance the technical specifications to the final.

9.5 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

9.6 100% Design Submittal Deliverables

CONSULTANT will submit 100% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below. The agencies will be notified that this 100% review is the last opportunity for review prior to being put out to bid.

RTC (1 printed copy and Electronic Distribution); City of Reno, NDOT, FHWA, TRFMA, and CTWCD (Electronic Distribution):

- 11"x17" 100% design plans
- 100% Drainage Design Report
- 100% Hydraulic Models
- 100% Technical Specifications
- Engineer's opinion of probable construction cost estimate (RTC only)
- 90% Review Comment Responses
- 100% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 100% design plans
- Electronic Distribution of 100% Review Comment Instructions & Comment Form

Assume 2 utility companies will require printed plan set to be mailed.

9.7 ICE and Construction Schedule

Sub-consultant PCSG will provide an independent production rate based 100% cost estimate (for RTC only), and updated draft construction schedule (for RTC only).

9.8 Final Design Submittal

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 by the RTC to advertise the project.

CONSULTANT will provide full size PDFs and a PDF of the Technical Specifications, Final Hydraulic Report, and Final Geotechnical Report via electronic file transfer to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit 1 hard copy, 11" x 17", of the Final Design Plan Set and 1 hard copy of the Final Technical Specifications, Final Drainage Report, and Final Geotechnical Report to the RTC.

Task 10: Bidding Services

CONSULTANT will provide services during bidding. CONSULTANT Project Manager will attend the RTC hosted pre-bid meeting, respond to any Request for Information (RFIs) during the bidding period, and prepare any addenda that may be required.

CONSULTANT Project Manager will attend the project bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a Conformed Set of Specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans if any changes are required resulting from RFIs during the bidding process. Plan and Specification Distribution:

RTC:

- 1 copy 11"x17" Conformed, Issued For Construction Design Plans
- 1 copy Conformed, Issued For Construction Technical Specifications

RTC Awarded Contractor:

- 1 copy 22"x34" Conformed, Issued For Construction Design Plans
- 2 copies 11"x17" Conformed, Issued For Construction Design Plans
- 3 copies Conformed, Issued For Construction Technical Specifications

RTC Awarded Construction Manager:

- 1 copy 22"x34" Conformed, Issued For Construction Design Plans
- 2 copies 11"x17" Conformed, Issued For Construction Design Plans
- 3 copies Conformed, Issued For Construction Technical Specifications

Task 11: RTC Contingency

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 9. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit B
Fee

Fee shall be based on the worker classification billing rates as included in Exhibit B.

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design - 4/3/2023

Tasks										
Project Title	Visualization Specialist	Graphics Specialist	Project Accountant	Admin / Project Controls II	Admin / Project Controls I	Hours	Subtask Cost	Sub-Consultants	Total Costs	
Proposed Staff	Gary Allison	Karen Rhea		Shawna Force	Candy Venetian					
2023 Rate*	\$200.00	\$150.00	\$85.00	\$95.00	\$75.00					
1.0 Project Management	0	0	180	556	0	1683	\$ 264,270	\$ 31,000		
1.1 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management	0	0	180	556	0	1683	\$ 264,270			
SUB Stantec							\$ -	\$ 31,000		
2.0 Public Outreach	160	0	0	58	28	580	\$ 106,760	\$ 85,350		
2.1 Public Outreach and Involvement Plan						12	\$ 2,400			
2.2 Project Branding and Logo						12	\$ 2,500			
2.3 Public Info Mtgs (3 mtgs, 2 prep mtgs ex; 2 public events; 20 renderings)	160			30	20	400	\$ 75,400			
2.4 Mailing Database						12	\$ 2,400			
2.5 Website/Digital Outreach					12	8	\$ 4,140			
2.6 Aesthetic Stakeholder Working Groups (4 mtgs)				16		52	\$ 8,720			
2.7 Additional Outreach Efforts	0	0	0	0	0	60	\$ 11,200			
SUB Taylor Made Solutions**							\$ -	\$ 55,350		
SUB Stantec							\$ -	\$ 30,000		
3.0 Project Development	0	24	0	8	0	4074	\$ 695,840	\$ 300,368		
3.1 Alternatives Analysis	0	24	0	0	0	943	\$ 166,900			
SUB Stantec							\$ -	\$ 25,000		
3.2 Geotechnical Investigation						84	\$ 17,340			
SUB Construction Materials Inc./Corestone							\$ -	\$ 106,885		
SUB Corestone** - Sub to CME							\$ -	\$ 117,223		
3.3 Topographic Survey	0	0	0	0	0	1230	\$ 198,210			
3.4 Right-of-Way Engineering, Mapping, Acquisition, and Setting	0	0	0	8	0	635	\$ 110,140			
3.5 Subsurface Utilities						128	\$ 20,400			
SUB Potoling							\$ -	\$ 25,000		
3.6 Hydrology and Hydraulics	0	0	0	0	0	834	\$ 147,150			
3.7 Traffic Analysis	0	0	0	0	0	220	\$ 35,700			
SUB Traffic Counts - Silver State Traffic							\$ -	\$ 26,250		
4.0 Environmental Studies, Documentation and Support Services	0	30	0	0	0	1549	\$ 242,620	\$ -		
4.1 Scoping and Facilitation of NEPA Process	0	14	0	0	0	440	\$ 73,000			
4.2 Resource Studies and Documentation	0	16	0	0	0	1100	\$ 169,220			
5.0 Permitting	0	0	0	0	0	486	\$ 89,440	\$ -		
5.1 Permitting	0	0	0	0	0	486	\$ 89,440			
6.0 30% Design	0	0	0	0	16	1520	\$ 243,125	\$ 102,080		
6.1 Design Criteria and Software	0	0	0	0	0	82	\$ 14,170			
6.2 30% Preliminary Design	0	0	0	0	16	1438	\$ 228,955			
SUB PK Electrical**							\$ -	\$ 5,000		
SUB Stantec							\$ -	\$ 87,000		
SUB PCSG							\$ -	\$ 10,080		
7.0 60% Design	0	0	0	0	16	2681	\$ 447,920	\$ 185,700		
7.1 Design						759	\$ 106,350			
7.2 Landscape & Aesthetics						0	\$ -			
7.3 Bridge						950	\$ 164,600			
7.4 Drainage Analysis						62	\$ 10,850			
7.5 60% Plan Set						290	\$ 43,100			
7.6 60% Cost Estimate						96	\$ 13,760			
7.7 Technical Specifications						200	\$ 42,700			
7.8 QA/QC						90	\$ 24,750			
7.9 60% Design Submittal Deliverables					16	142	\$ 24,850			
7.10 Constructability, ICF, Schedule, Risk/Value						16	\$ 3,200			
7.11 60% Review Comment Resolution						76	\$ 14,560			
SUB PK Electrical**							\$ -	\$ 37,000		

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design - 4/3/2023

Tasks		Project Title	Sr. Project Manager	Project Manager	NEPA QA/QC	Env/NEPA Manager	408 Specialist	Env/NEPA Specialist IV	Env/NEPA Specialist IV	Env/NEPA Specialist IV	Env/NEPA Specialist III	Env/NEPA Specialist II	Env/NEPA Specialist II	Env/NEPA Specialist II	Env/NEPA Specialist II	Env/NEPA Specialist I	Env/NEPA Specialist I	Sr. Structural	Struct Eng V	Structural Engineer IV	Structural Engineer III
Task	Proposed Staff	Nick Young	Robbie Coomes	Jim Clarke	Laura Meyer	Matt Franck	Jeremy Hollins	Glorinda Lichnow	Nancy Shelton		Patricia Steinboitz	Misty Swan	Dan Soucy	Dana Ragusa	Kelly Morgan	Sabra McNeish	Mark Brady	Matt Negrete	Jennifer Etkoood	Tim Vesco	
Task	2023 Rate*	\$250.00	\$200.00	\$250.00	\$225.00	\$275.00	\$195.00	\$195.00	\$195.00	\$165.00	\$135.00	\$135.00	\$135.00	\$135.00	\$110.00	\$110.00	\$275.00	\$250.00	\$220.00	\$190.00	
SUB Stantec																					
SUB PCSG																					
8.0 90% Design		0	32	0	8	0	0	0	0	0	0	0	0	0	0	0	16	98	112	48	
8.1 90% Design																			70	48	48
8.2 Bridge Independent Quality Assurance (QA) Review																				8	8
8.3 90% Plan Set																					
8.4 90% Cost Estimate																					
8.5 Technical Specifications				8	8															8	32
8.6 QA/QC																		16			
8.7 90% Design Submittal Deliverables				8																	
8.8 ICE & Schedule				4																4	
8.9 90% Review Comment Resolution				12																8	24
SUB Imova** - Bridge Independent Check																					
SUB PK, Electrical**																					
SUB Stantec																					
SUB PCSG																					
9.0 Final Design		0	28	0	8	0	0	0	0	0	0	0	0	0	0	0	8	72	46	30	
9.1 100% Design																			52	30	30
9.2 100% Plan Set																				8	8
9.3 100% Cost Estimate																					
9.4 Technical Specifications				8	8															8	16
9.5 QA/QC																		8			
9.6 100% Design Submittal Deliverables				8																	
9.7 ICE & Schedule				4																4	
9.8 Final Design Submittal				8																	
SUB PK, Electrical** 100%																					
SUB Stantec 100%																					
SUB PCSG 100%																					
SUB PK, Electrical** Final																					
SUB Stantec Final																					
10.0 Bidding Services		0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	8	8	0
10.0 Bidding Services			24																	4	8
SUB PCSG																					
SUB PK, Electrical**																					
SUB Stantec																					
11.0 Contingency -RTC																					
Hours Per Staff		135	1314	46	536	80	91	79	82	0	40	84	193	44	224	321	72	586	556	174	
Base Scope Direct Labor Costs		\$ 33,750	\$ 262,800	\$ 11,500	\$ 120,600	\$ 22,000	\$ 17,745	\$ 15,210	\$ 15,990	\$ -	\$ 5,400	\$ 11,340	\$ 26,055	\$ 5,940	\$ 24,640	\$ 35,310	\$ 19,800	\$ 146,500	\$ 122,320	\$ 33,060	
0% Sub Markup																					
Direct Expenses																					
Permit Fees (Section 408)		\$ 15,000																			
Reproduction for Submittals		\$ 7,500																			
DWG File Reports (Assume 4x @ \$1,000)		\$ 4,000																			
Misc. Exp.		\$ 3,000																			
Travel Costs (Airfare, Car, Hotel, Food, Mileage)		\$ 15,675																			
EDR Report		\$ 400																			
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL																					
**DBE Subconsultant																					

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design - 4/3/2023

Tasks	Project Title	Classifications, Hours, and Fee																		
		Structural Engineer II	Structural Engineer I	Structural CADD Tech	Structural CADD Tech	Sr. CADD Tech	Sr. CADD Tech	CAD Tech	Traffic Engineer III	Traffic Engineer II	Sr. Project Engineer	Project Engineer V	Project Engineer V	Project Engineer IV	Project Engineer IV	Project Engineer III	Project Engineer III	Project Engineer II	Project Engineer I	Project Designer
	Proposed Staff		Nick Stadel	Patrick Walker	Kevin Pope	John Chelaris	Stephan Bousquet		Sharon Oltmans	Victor Molano	Jeff Griest	Kaci Stansbury	Brad Hartman	Devin Cartwright	Alejo Cabrita Yonara	Kayann Jongma	Calvin Black	Wynn Hecker		Cary Patena-Williams
Task	2023 Rate*	\$160.00	\$130.00	\$150.00	\$150.00	\$150.00	\$150.00	\$115.00	\$175.00	\$150.00	\$250.00	\$225.00	\$225.00	\$200.00	\$200.00	\$175.00	\$175.00	\$150.00	\$125.00	\$100.00
SUB Stantec																				
SUB PCSG																				
8.0 90% Design		0	152	70	70	240	0	0	0	4	98	0	101	20	94	20	322	0	274	
8.1 90% Design			120	70	70							38		61	20	50		258		230
8.2 Bridge Independent Quality Assurance (QA) Review																				
8.3 90% Plan Set						240									4		4		20	20
8.4 90% Cost Estimate			32												4				16	16
8.5 Technical Specifications												60		20					16	
8.6 QA/QC																				
8.7 90% Design Submittal Deliverables											4						40	20		4
8.8 ICE & Schedule															4					4
8.9 90% Review Comment Resolution															8					8
SUB Imova** - Bridge Independent Check																				
SUB PK, Electrical**																				
SUB Stantec																				
SUB PCSG																				
9.0 Final Design		0	8	40	40	48	0	0	0	4	36	0	37	4	40	12	155	0	96	
9.1 100% Design				40	40						24		9	4	16		110		80	
9.2 100% Plan Set						40							2		4		8		8	
9.3 100% Cost Estimate			8											2			12		8	
9.4 Technical Specifications												12		12					5	
9.5 QA/QC																				
9.6 100% Design Submittal Deliverables						8				4						20	12		4	
9.7 ICE & Schedule															4				4	
9.8 Final Design Submittal														8					16	
SUB PK, Electrical** 100%																				
SUB Stantec 100%																				
SUB PCSG 100%																				
SUB PK, Electrical** Final																				
SUB Stantec Final																				
10.0 Bidding Services		0	20	0	0	8	0	0	0	0	0	0	0	0	0	4	0	8	0	
10.0 Bidding Services			20			8										4		8		
SUB PCSG																				
SUB PK, Electrical**																				
SUB Stantec																				
11.0 Contingency -RTC		0	494	450	290	834	24	0	200	112	40	317	12	290	64	856	678	1406	0	
Hours Per Staff		0	494	450	290	834	24	0	200	112	40	317	12	290	64	856	678	1406	0	
Base Scope Direct Labor Costs		\$ -	\$ 64,220	\$ 67,500	\$ 43,500	\$ 125,100	\$ 3,600	\$ -	\$ 36,050	\$ 16,800	\$ 10,000	\$ 71,325	\$ 2,700	\$ 58,000	\$ 12,800	\$ 149,800	\$ 118,650	\$ 210,900	\$ -	
0% Sub Markup																				
Direct Expenses																				
Permit Fees (Section 408)																				
Reproduction for Submittals																				
P/W File Reports (Assume 4x @ \$1,000)																				
Misc. Exp.																				
Travel Costs (Airfare, Car, Hotel, Food, Mileage)																				
EDR Report																				
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL																				

**DBE Subconsultant

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design - 4/3/2023

Tasks		Field - Utility Locator	ROW Engineer	ROW Engineer	ROW Engineer	Field Survey Chief	Field Survey II	Field Survey I	Office Survey Cables - Chief	Office Survey Cables - Chief	Office Survey II Cables	Office Survey I Cables	Field - Drone Pilot	Scan Data Extractor	PLS	QA/QC Manager	GIS Tech II	GIS Tech I	Technical Editor
Project Title	Proposed Staff	Dore Heisen - Field	Hilma Salazar	Heidi Morales	Margaret Ovi	Roland "Duke" Brooks-Field	Ethan Hoops - Field	Cole Amett - Field	Duke Brooks - Office	Dave Hamlin - Office	Ethan Hoops - Office	Cole Amett	Jeff Friesen - Field	Daryl MacDonald	Aaron Willis	Kim Nokes	Jill Rosenberger	Adrienne Aguirre	Megan Thompson
Task	2023 Rate*	\$150.00	\$180.00	\$180.00	\$180.00	\$195.00	\$165.00	\$145.00	\$165.00	\$165.00	\$135.00	\$115.00	\$215.00	\$125.00	\$250.00	\$275.00	\$100.00	\$85.00	\$115.00
SUB Stantec																			
SUB PCSG																			
8.0 90% Design		0	0	0	0	0	0	0	0	0	0	0	0	0	0	58	0	0	0
8.1 90% Design																			
8.2 Bridge Independent Quality Assurance (QA) Review																			
8.3 90% Plan Set																			
8.4 90% Cost Estimate																			
8.5 Technical Specifications																			8
8.6 QA/QC																			50
8.7 90% Design Submittal Deliverables																			
8.8 ICE & Schedule																			
8.9 90% Review Comment Resolution																			
SUB Imova** - Bridge Independent Check																			
SUB PK, Electrical**																			
SUB Stantec																			
SUB PCSG																			
9.0 Final Design		0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	0	0	0
9.1 100% Design																			
9.2 100% Plan Set																			
9.3 100% Cost Estimate																			
9.4 Technical Specifications																			4
9.5 QA/QC																			24
9.6 100% Design Submittal Deliverables																			
9.7 ICE & Schedule																			
9.8 Final Design Submittal																			
SUB PK, Electrical** 100%																			
SUB Stantec 100%																			
SUB PCSG 100%																			
SUB PK, Electrical** Final																			
SUB Stantec Final																			
10.0 Bidding Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10.0 Bidding Services																			
SUB PCSG																			
SUB PK, Electrical**																			
SUB Stantec																			
11.0 Contingency 4%TC																			
Hours Per Staff		80	255	88	88	172	310	300	250	50	180	0	24	60	36	202	80	128	64
Base Scope Direct Labor Costs		\$ 12,000	\$ 45,900	\$ 15,840	\$ 15,840	\$ 33,540	\$ 51,150	\$ 43,500	\$ 41,250	\$ 8,250	\$ 24,300	\$ -	\$ 5,160	\$ 7,500	\$ 9,000	\$ 55,550	\$ 8,000	\$ 10,880	\$ 7,360
0% Sub Markup																			
Direct Expenses																			
Permit Fees (Section 408)																			
Reproduction for Submittals																			
ROW File Reports (Assume 4 x @ \$1,000)																			
Misc. Exp.																			
Travel Costs (Airfare, Car, Hotel, Food, Mileage)																			
EDR Report																			
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL																			

**DBE Subconsultant

Jacobs Fee Summary for Sierra Street Bridge Project NEPA/Design - 4/3/2023

Tasks										
Project Title	Visualization Specialist	Graphics Specialist	Project Accountant	Admin / Project Controls II	Admin / Project Controls I	Hours	Subtask Cost	Sub-Consultants	Total Costs	
Proposed Staff	Gary Allison	Karen Rhea		Shawna Force	Candy Venardakis					
2023 Rate*	\$200.00	\$150.00	\$85.00	\$95.00	\$75.00					
SUB Stantec							\$ -		\$ -	\$ 137,500
SUB PCSG							\$ -		\$ -	\$ 11,200
8.0 90% Design	0	0	0	0	16	1853	\$ 307,670		\$ -	\$ 211,720
8.1 90% Design						1083	\$ 168,960			
8.2 Bridge Independent Quality Assurance (QA) Review						16	\$ 3,760			
8.3 90% Plan Set						288	\$ 42,500			
8.4 90% Cost Estimate						68	\$ 8,960			
8.5 Technical Specifications						160	\$ 34,540			
8.6 QA/QC						66	\$ 18,150			
8.7 90% Design Submittal Deliverables					16	88	\$ 14,300			
8.8 ICE & Schedule						16	\$ 3,200			
8.9 90% Review Comment Resolution						68	\$ 13,280			
SUB Imova** - Bridge Independent Check							\$ -		\$ -	\$ 86,500
SUB PK Electrical**							\$ -		\$ -	\$ 42,000
SUB Stantec							\$ -		\$ -	\$ 72,300
SUB PCSG							\$ -		\$ -	\$ 10,920
9.0 Final Design	0	0	0	0	32	772	\$ 133,010		\$ -	\$ 41,300
9.1 100% Design						435	\$ 72,600			
9.2 100% Plan Set						62	\$ 9,100			
9.3 100% Cost Estimate						38	\$ 6,040			
9.4 Technical Specifications						73	\$ 15,870			
9.5 QA/QC						32	\$ 8,800			
9.6 100% Design Submittal Deliverables					16	68	\$ 10,600			
9.7 ICE & Schedule						16	\$ 3,200			
9.8 Final Design Submittal					16	48	\$ 6,800			
SUB PK Electrical** 100%							\$ -		\$ -	\$ 10,000
SUB Stantec 100%							\$ -		\$ -	\$ 14,500
SUB PCSG 100%							\$ -		\$ -	\$ 4,200
SUB PK Electrical** Final							\$ -		\$ -	\$ 2,000
SUB Stantec Final							\$ -		\$ -	\$ 10,600
10.0 Bidding Services	0	0	0	0	0	76	\$ 13,260		\$ -	\$ 6,720
10.0 Bidding Services						76	\$ 13,260			
SUB PCSG							\$ -		\$ -	\$ 1,120
SUB PK Electrical**							\$ -		\$ -	\$ 2,000
SUB Stantec							\$ -		\$ -	\$ 3,000
11.0 Contingency -RTC						0	\$ 100,000		\$ -	
Hours Per Staff	160	54	180	622	108	15274				
Base Scope Direct Labor Costs	\$ 32,000	\$ 8,100	\$ 15,300	\$ 59,090	\$ 8,100		\$ -	\$ 2,643,915	\$ -	\$ 963,638
0% Sub Markup									\$ -	
Direct Expenses							\$ 45,575			
Permit Fees (Section 408)										
Reproduction for Submittals										
P/W File Reports (Assume 4x @ \$1,000)										
Misc. Exp.										
Travel Costs (Airfare, Car, Hotel, Food, Mileage)										
EDR Report										
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL							\$ 2,689,490	\$ 963,638	\$ -	\$ 3,653,128

**DBE Subconsultant

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. CONSULTANT agrees that RTC shall have the right to review, with reasonable notice and subject to a nondisclosure agreement, the redacted Declarations Page of the insurance policies required herein and the endorsements or other sections of the policy document that affirm the coverages requirements detailed above. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$50,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to the RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

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

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

15. CRIME INSURANCE

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

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

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

2. NONDISCRIMINATION

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

5. INTEREST OF PUBLIC OFFICIALS

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

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

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

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

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

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

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

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

7. INELIGIBLE CONSULTANTS

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

8. NOTICE OF FEDERAL REQUIREMENTS

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

9. THIRD-PARTY RIGHTS

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

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until

the expiration of three (3) years after final payment under this Contract.

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered

transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit E

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

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

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

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.8

To: Regional Transportation Commission

From: Sara Going, Project Manager

SUBJECT: Keystone Avenue Bridge Replacement NDOT LPA Agreement for Design

RECOMMENDED ACTION

Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the Keystone Bridge Replacement Project, in the amount of \$5,000,000.

BACKGROUND AND DISCUSSION

The Keystone Bridge Replacement Project includes demolition and replacement of the Keystone Avenue bridge over the Truckee River and improvements to multimodal connectivity in the bridge corridor. Approval and execution of this LPA Agreement would authorize the expenditure of federal funds. NDOT will assist RTC in the completion of the project, oversee the federal process, and reimburse the RTC in accordance with the terms and conditions in this agreement. Upon agreement execution, federal funding will be obligated for the project from the Bridge Investment Program in the amount of \$5,000,000.

FISCAL IMPACT

The project is funded using Federal funds. Approval of the LPA agreement would obligate \$5,000,000 in Federal Bridge Formula Program (BFP) funds with a (100/0) local match requirement. Funding for this project is included in the FY 2024 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
Keystone Avenue Bridge Replacement and Improvements

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Regional Transportation Commission of Washoe County, 1105 Terminal Way, Suite 108, Reno, NV 89502 (hereinafter "RTC").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the RTC is willing to agree to perform work to satisfy the National Environmental Policy Act (NEPA) and preliminary engineering to one hundred percent (100%) for the multimodal improvements and bridge replacement over the Truckee River on Keystone Avenue as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by Regional Transportation Commission of Washoe County for Federal Bridge Formula Program (BFP) Off System Bridges Set-aside funds; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Unique Entity Identifier (UEI) V5JZKHRMKNK33 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the RTC with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the RTC's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal BFP funding for the PROJECT in a maximum amount of Five Million and No/100 Dollars (\$5,000,000.00)
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the RTC with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the RTC's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
9. To review the DBE information submitted to the RTC by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the RTC with the results of such review.
10. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
11. To assign a Local Public Agency Coordinator to act as the DEPARTMENT's representatives to monitor the LOCAL AGENCY's compliance with applicable Federal and State requirements.
12. To reimburse the RTC upon receipt of an invoice for one hundred percent (100%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

ARTICLE II - RTC AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; and (d) coordinate utility relocations for the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with RTC standards.

2. To enter into an agreement with the City of Reno to: (a) require those utility companies having franchise agreements with the City of Reno when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or RTC; (b) accept the right-of-way acquired by the RTC for the PROJECT; and (c) to accept maintenance responsibilities including utility costs for the improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To provide all right-of-way acquisition at no cost to the PROJECT.

6. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

8. To have funding identified and approved in the Statewide Transportation Improvement Plan (STIP) for one hundred percent (100%) of the estimated PROJECT construction costs thirty (30) days prior to the close of the tenth (10) fiscal year following the fiscal year in which the PROJECT preliminary engineering phase was authorized pursuant to 23 CFR 630.112.

9. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the RTC; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The RTC shall submit the

certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

10. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

11. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

12. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

13. As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

14. To be responsible for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

15. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2029 or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The RTC's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 150,000.00
RTC Preliminary Engineering Costs:	<u>\$4,850,000.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$5,000,000.00

Available Funding Sources:

Federal BFP Funds:	\$5,000,000.00
RTC Match Funds (0%):	<u>\$ 0.00</u>
<u>Total PROJECT Funding:</u>	\$5,000,000.00

6. The RTC may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The RTC is responsible for any costs incurred on the PROJECT after the "project end date." The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the RTC for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. An alteration requested by either party which substantially changes the services

provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. The RTC's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

10. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The RTC acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or RTC funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

12. Should this Agreement be terminated by the RTC for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the RTC's failure to perform, the RTC shall reimburse the DEPARTMENT for any payments made to the RTC and any PROJECT costs incurred by the DEPARTMENT.

13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Tracy Larkin Thomason, P.E., Director
Attn: Kelly Stein, PE
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7595
Fax: 775-888-7401
E - mail address: kstein@dot.nv.gov

FOR RTC:

Dale Keller, P.E., Director of Engineering
Attn: Sara Going, P.E.
RTC Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: 775-335-1897

14. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or 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.

16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. 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, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

19. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other

agency or any other party.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

25. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

26. 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.

27. 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.

28. 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.

29. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

30. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

31. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK Keystone Ave Bridge Replacement and Improvements

The project consists of NEPA and Preliminary Engineering for replacing the Keystone Avenue bridge and improving multimodal access and circulation in corridor. The limits of the Project are Keystone Avenue from California Avenue to 1st Street, as depicted on the attached drawing.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
 - II. Nondiscrimination
 - III. Non-segregated Facilities
 - IV. Davis-Bacon and Related Act Provisions
 - V. Contract Work Hours and Safety Standards Act Provisions
 - VI. Subletting or Assigning the Contract
 - VII. Safety: Accident Prevention
 - VIII. False Statements Concerning Highway Projects
 - IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
 - X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - XI. Certification Regarding Use of Contract Funds for Lobbying
 - XII. Use of United States-Flag Vessels:
- ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the

discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full

efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and

Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,

employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted

to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not

ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect

or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or

vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier

Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(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 fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (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, 2 CFR 180.800;

(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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a

recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) “Disadvantaged Business” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor’s disadvantaged business enterprise program.

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

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Name (please type or print)

Signature

Title

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

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

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT: _____

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT: _____

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): \$ _____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

Contractor's Signature Date

Telephone No. _____

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

BIDDER SUBCONTRACTOR INFORMATION
 (For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

_____ Contractor's Signature _____ Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____

Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

Attachment C

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

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

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

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

(Insert Exceptions, attach additional sheets)

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

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment D

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

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Name (please type or print)

Signature

Title

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.9

To: Regional Transportation Commission

From: Sara Going, Project Manager

SUBJECT: Keystone Bridge Replacement PSA

RECOMMENDED ACTION

Approve a Professional Service Agreement (PSA) with Parametrix, Inc., to perform a Feasibility Study, alternatives analysis, and Planning and Environmental Linkages (PEL) Study for the Keystone Bridge Replacement Project, in an amount not-to-exceed \$1,374,544.

BACKGROUND AND DISCUSSION

This agreement with Parametrix, Inc., is to perform a Feasibility Study, alternatives analysis, and Planning and Environmental Linkages Study. The services included in the scope of work are public outreach, project development, alternatives development and analysis, preliminary environmental study and documentation, permitting support, and investigation of existing conditions associated with the replacement of the Keystone Avenue bridge over the Truckee River and improvement of multimodal connectivity in the bridge corridor.

Following a request for proposals (RFP) solicitation process, Parametrix was ranked as the most qualified firm to perform environmental and professional engineering services to advance the project through the National Environmental Policy Act (NEPA) process and prepare complete plans and specifications to allow the RTC to advertise for construction bids. The RTC entered into negotiations with Parametrix for initial services including a Feasibility study, alternatives analysis, and preliminary environmental analysis. Successful negotiation of scope, schedule, and budget resulted in the total agreement amount for the services that is within the appropriated budget. Additional services for which the firm was selected through the RFP process may be negotiated and brought to this Board for approval following completion of the Feasibility Study.

FISCAL IMPACT

Funding for this project is included in the FY 2023 and FY 2024 budgets.

PREVIOUS BOARD ACTION

9/16/2022 Authorized a request for proposals (RFP) for the selection of a consultant to perform a feasibility study and provide preliminary design, environmental analysis, final design, and design support during construction for the Keystone Bridge Project.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform a Feasibility Study, Environmental Services, Civil Engineering Design, and Engineering During Construction Services in connection with the removal and replacement of the Keystone Avenue Bridge (the “Project”); and

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

WHEREAS, this agreement includes the scope of work and compensation to complete the Feasibility Study. Additional services for which the CONSULTANT was selected to perform will be determined following the completion of the Feasibility Study. At that time, RTC and CONSULTANT may choose amend this agreement or enter into a new agreement for these services, which may include Environmental Services, Civil Engineering Design, and Engineering During Construction, and/or additional services as agreed upon by the CONSULTANT and RTC.

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

<u>Total Services (Tasks 1 to 6)</u>	<u>\$1,374,544</u>
Total Not-to-Exceed Amount	\$1,374,544

- 3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.5, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.
- 3.5. CONSULTANT must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. *See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.*

ARTICLE 4 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 4.1. The Nevada Department of Transportation has established a DBE goal of 7% for this Agreement.
- 4.2. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement.
- 4.3. CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this Agreement and the award and administration of any other DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as RTC deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying CONSULTANT from future bidding as non-responsible.
- 4.4. CONSULTANT shall include the assurance required by 49 C.F.R. 26.13 in each subcontract.

ARTICLE 5 - INVOICING

- 5.1 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.
- 5.2 RTC shall only reimburse CONSULTANT for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.
- 5.3 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.
- 5.4 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 6 – CONFLICTS OF INTEREST

- 6.1 CONSULTANT shall ensure that no employee, agent, subcontractor or other person performing services under this Agreement shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.2 CONSULTANT shall include a requirement in each subcontract CONSULTANT signs with a subcontractor that the subcontractor shall ensure that no employee, agent, subcontractor or other person performing services under the subcontract shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 6.3 CONSULTANT shall disclose any potential conflict of interest to RTC, who shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5.

ARTICLE 7 - ACCESS TO INFORMATION AND PROPERTY

- 7.1 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.
- 7.2 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 8 - OWNERSHIP OF WORK

81. 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.
82. 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.
83. 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.
84. 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 9 - TERMINATION

9.1. MUTUAL ASSENT.

This Agreement may be terminated by mutual written agreement of the parties.

9.2. 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.

9.3. 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.

ARTICLE 10 - RIGHTS, REMEDIES AND DISPUTES

10.1. RIGHTS.

- A. RTC shall have the following rights in the event that RTC deems CONSULTANT guilty of a breach of any term of this Agreement:
1. The right to take over and complete the work or any part thereof as agency for and at the expense of CONSULTANT, either directly or through other contractors;
 2. The right to cancel this Agreement as to any or all of the work yet to be performed;
 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 4. The right to money damages.
- B. Inasmuch as CONSULTANT can be adequately compensated by money damages for any breach of this Agreement which may be committed by RTC, CONSULTANT expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Agreement entitling CONSULTANT to cancel or rescind the Agreement (unless RTC directs CONSULTANT to do so) or to suspend or abandon performance.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. 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 11 - INSURANCE

11.1. 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.

112. 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 12 - HOLD HARMLESS

- 12.1. 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 13 - EQUAL EMPLOYMENT OPPORTUNITY

- 13.1. 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.
- 13.2. 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.
- 13.3. 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 14 – PROJECT MANAGERS

- 14.1. RTC's Project Manager is Sara Going 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.
- 14.2. CONSULTANT's Project Manager is Nathan Johnson 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 15 – NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Sara Going, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775)335-1897

CONSULTANT: Nathan Johnson, PhD, P.E.
Project Manager
Parametrix, Inc.
215 Warm Springs Road, Suite 104
Las Vegas, NV 89119
(775)260-4313

ARTICLE 16 - DELAYS IN PERFORMANCE

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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 17 - GENERAL PROVISIONS

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

17.8. AMENDMENTS

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

17.9. 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.

17.10. 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.

17.11. ATTORNEYS' FEES

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

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

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

ARTICLE 18 - FEDERAL FORMS AND CLAUSES

- 18.1. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.
- 18.2. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

PARAMETRIX, INC.

By: _____
Roger W. Flint, Chief Operating Officer

Exhibit A

Scope of Services

Exhibit A

Scope of Services

INTRODUCTION

The Keystone Avenue Bridge is a major structure over the Truckee River in Reno, Nevada and was built in 1966 as part of an urban interchange extending from Jones Street to California Avenue. The mature urban area around the bridge is mixed-use consisting of residential, commercial, parks, schools, and historic properties. Keystone Avenue is classified as a minor arterial connecting the large residential neighborhoods in west Reno to Downtown Reno and Interstate 80. The bridge currently supports an average daily traffic volume of approximately 13,000 trips, utilizing four vehicle lanes. There are currently no pedestrian or bicycle facilities on the bridge. The Keystone Avenue Bridge and Booth Street Bridge are the only Truckee River crossings between McCarran Boulevard and Arlington Avenue.

In 2012, an inspection by NDOT gave the bridge a sufficiency rating of 28 out of 100, classifying it as structurally deficient. In 2012, NDOT also conducted a Road Safety Audit from California to Fourth Street. In 2014, the RTC did a corridor study of Keystone Avenue with extensive public outreach evaluating conditions and alternatives from California Avenue to McCarran Boulevard.

Both the safety audit and corridor study discuss the modal deficiencies and geometric constraints of the urban interchange and look at the bridge replacement as an opportunity to address these issues. The corridor study also identified six alternatives to address deficiencies in the Keystone Avenue/California Street/Booth Street urban interchange on the south end of the bridge, some of which had significant right-of-way impacts. The least impactful of these alternatives was identified and built in 2019 as a short-term improvement to the California Street / Keystone Avenue intersection.

OBJECTIVE

The scope of work identified for this project intends to build upon previous studies with primary goals of successfully replacing the structurally deficient bridge and improving multi-modal circulation in the corridor surrounding the bridge, approximately from 1st Street to California Avenue.

The initial Scope of Work for the CONSULTANT described herein includes completion of a Feasibility Study and Conceptual Alternatives Analysis for rehabilitation and/or replacement of the Keystone Avenue Bridge. In addition, Feasibility and Alternatives Analysis will be completed to address multi-modal circulation surrounding the bridge. These efforts will be advanced concurrently and integrated into a single comprehensive report.

General tasks identified in the Scope of Work include public and agency involvement, investigation of existing conditions, conceptual bridge type development, conceptual roadway/multimodal improvements, study of alternatives, cost estimating, constructability review, alternatives analyses, environmental support, and funding support.

It is anticipated that future scope amendments may include preliminary engineering, environmental clearance, final design, regulatory permitting with the required field work and environmental reports, and construction support.

The initial scope of work will include the following tasks and deliverables:

TASK 01 – PROJECT MANAGEMENT

CONSULTANT will provide project management for the total duration of services rendered for 12 months, commencing approximately in May 2023. Project management includes project setup and administration, staff planning, coordination with RTC project manager, management of subconsultants, Quality Assurance and Quality Control (QA/QC), monthly progress reporting and invoicing, document control, risk management, and project closeout.

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

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

Subtask 01.01 – Project Administration

This task will include the following elements of work:

- Contracting, coordination, and management of project team.
- Oversight and management of the execution of all deliverables for work described herein, including the work planned to be performed by the subconsultants for this scope.
- Preparation, circulation, and filing of correspondence and memos as appropriate.

Subtask 01.02 – Project Meetings

01.02.01 Project Management Meetings

On a bi-weekly basis, CONSULTANT and RTC Project Manager will meet to coordinate team activities, review progress and budget, identify issues, and determine actions needed to resolve those issues. The Project Manager will maintain and distribute meeting minutes and action items. It is anticipated up to two (2) CONSULTANT staff will attend Project Management Meetings.

01.02.02 Project Kickoff Meeting

CONSULTANT will hold a kickoff meeting with RTC staff and CONSULTANT staff to align the team with the goals of RTC and the goals of the project. Project management activities will be discussed including the scope, schedule, and budget. In addition, timeline, deliverables, key stakeholders, project committees, and communication protocols will be shared. Six (6) CONSULTANT staff are anticipated to attend this one-hour meeting.

01.02.03 Miscellaneous Meetings

CONSULTANT Project Manager shall meet as necessary with RTC staff to discuss project requirements. Eighteen (18) miscellaneous or technical meetings are assumed.

Subtask 01.03 – Project Controls

01.03.01 Management and Quality Plan

CONSULTANT will develop and maintain a project specific Project Management Plan that will serve as a roadmap for project delivery. This plan will summarize project implementation, quality assurance / quality control (QA/QC), and communication.

01.03.02 Schedules & Milestones

CONSULTANT will prepare and submit the project schedule to the RTC Project Manager for review and approval. The approved schedule will be the baseline schedule for the project. The schedule will be prepared in Microsoft Project in the form of a Gantt chart and show a deliverables schedule, critical path items of work, and other relevant data needed to manage the work. Schedule submittals will be provided in PDF format. The CONSULTANT will maintain the project schedule to track project progress and updates it as needed.

01.03.03 Progress Reports & Invoices

At the end of each month, CONSULTANT will prepare a Progress Report outlining progress to date including percentage completed for each task, tasks anticipated during the next billing period, and any schedule and/or budget issues. Progress will be based on physical percent complete such as the number of deliverables or estimated progress toward completion. Twelve Progress Reports and (12) invoices are assumed.

01.03.04 Document Control

CONSULTANT will maintain all project files, transmittal forms, submittals, letters, correspondence, and other documents throughout the project. Word processing, databases, spreadsheets, etc. will be prepared using a format compatible with Microsoft Office.

Subtask 01.04 – Quality Assurance and Quality Control

CONSULTANT is responsible for ensuring a comprehensive, independent quality review is done for every project deliverable. QA/QC procedures identified in the Project Management Plan will remain in force during the performance of services identified herein. CONSULTANT will maintain written records of all activities.

Subtask 01.05 – Risk Management Support

A Risk assessment matrix will be generated, updated, and managed by CONSULTANT. The matrix typically includes key elements that have potential of affecting the scope, schedule, and budget of the project. Over the course of this scope, CONSULTANT (assume up to four (4) staff) will meet with RTC to periodically (approximately every 6 months assumed) to review the risk elements and risk management strategy implementation efforts.

Based on these reviews, risk elements may be revised or retired, and the risk analysis updated. Management of risks consists of developing approaches intended to either mitigate or eliminate the risk element, if possible. For major risks that are identified, contingency plans should be developed in the event they occur. The risk management plan is a living document that will be updated periodically based on events and the progress of the project.

Deliverables for Task 01

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.
- Meeting Agenda and Minutes for Project Management Meetings.
- Meeting Agenda and Minutes for Project Kickoff Meeting.

- Project Management Plan.
- Project Schedule and updates.
- Monthly Progress Report and Invoices.
- Quality Assurance and Quality Control Documents.
- Risk Assessment Matrix.

TASK 02 – PUBLIC AND AGENCY INVOLVEMENT

Subtask 02.01 – Outreach and Involvement Plan

CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the objectives of the Project. The Plan shall include a proactive public involvement process for all stages of project development including all NEPA associated public hearings. The objectives of the proactive public involvement processes should include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process prior to closure.

CONSULTANT will develop three (3) project branding color and style palettes and three (3) project logo concepts for review and selection by RTC.

Subtask 02.02 – Outreach Materials

CONSULTANT will prepare community outreach materials including meeting notices, a project fact sheet for the RTC website, and other digital outreach materials, in English and in Spanish, established and updated three (3) times through the duration of this scope. Content such as project description, FAQ's, public meeting invitations, handouts and summaries, and sign-up notifications will be provided.

Subtask 02.03 – PDRC Meetings

CONSULTANT will participate in monthly Project Design Review Committee (PDRC) meetings led by the RTC Project Manager. CONSULTANT will prepare agendas, sign in sheets, presentation materials, and meeting minutes. This group that may include staff from RTC, City of Reno, NDOT, FHWA, USACE, or other agencies will meet regularly to promote collaboration and information sharing and help develop recommendations that have support of partner agencies and meet regulatory requirements. Meeting summaries are intended to document decisions made during each meeting and to keep track of the identification and resolution of action items. The PDRC meetings are assumed every two months for a total of five (5) meetings and will typically include an average of three CONSULTANT team members and are expected to be approximately one hour in length.

Subtask 02.04 – SWG Meetings

No stakeholder Working Group (SWG) meetings/workshops are assumed for this initial scope of work. It is assumed during the pre-NEPA phase the PDRC, public, and individual meetings will be sufficient.

Subtask 02.05 – Public Meetings

CONSULTANT will organize two (2) in-person or virtual public meetings that will provide opportunities for residents and businesses to provide input toward geometry, bridge type, aesthetics, and construction activities. The meetings will include:

- Meeting 1 - Feasibility Study kick-off, issues identification, and communicating/establishing project goals and objectives. This will occur after Level 1 screening.
- Meeting 2 - Review of Feasibility Study draft recommendations.

The meetings will be noticed by RTC to the public in advance through the media or other outreach. Stakeholders and community members will receive a postcard invitation, by mail, in English and Spanish, to attend the meeting.

CONSULTANT will also promote attendance with a digital campaign, landing page announcement, and poster distributions at local businesses and gathering places.

This task will also cover CONSULTANT effort to prepare meeting materials, including sign-in and comment sheets, handouts, display boards, visualization presentations, planning and preparation, and attendance.

It is assumed a city facility or other public space will be used for the meeting at no cost and will be arranged by RTC. RTC will facilitate the meeting. RTC will provide English to Spanish translations for written material and will attend the meetings to provide Spanish Translation services.

CONSULTANT will document the meeting, including collection and review of all comments.

Subtask 02.06 – Presentation to Council/Boards/Committees

CONSULTANT will assist with preparation of presentation materials and will plan to attend up to two (2) City of Reno Council Meetings, and two (2) RTC Board Meetings. Two CONSULTANT staff members are anticipated for each meeting.

Subtask 02.07 – One-on-One Meetings

It is assumed interest groups, individuals, and public officials may request specific meetings to discuss project issues, concerns, and provide input to the project or process. These groups include the Neighborhood Advisory Boards (NAB) (the project is in Ward 1, but other NABS may be briefed at direction of RTC), or other interested parties.

CONSULTANT will attend individual meetings as requested/coordinated with RTC during the project. Up to ten (10) meetings have been assumed.

Subtask 02.08 – Media Assistance to RTC

CONSULTANT will assist RTC with media communication, coordinating to provide informative highlights to help secure coverage by local television, radio, and newspaper. This assistance is anticipated to occur four (4) times, before and after each public meeting.

CONSULTANT will secure website domain name and create project specific website. It will be updated monthly, at a minimum, and more often as project activity requires. The website will include a home page, project descriptions, project photos, e-mail sign-up and comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. The website will include links to the RTC Home Page and any project related videos, including “The Road Ahead” television segments, and the livestream recordings from the public meetings. The website will be designed using WordPress, and all content will be approved by the RTC Public Informational Officer prior to being available to the public.

Subtask 02.09 – Project Outreach Summary

CONSULTANT will document the public outreach process that was completed for this project in a list, including a record of articles, meeting dates and attendees, press releases, comments, discussions and outcomes, and collateral materials.

Subtask 02.10 – Prepare Concept Visualizations

CONSULTANT will prepare visualizations that illustrate the conceptual bridge alternatives in a full 3-dimensional virtual format. Both aesthetics of the alternatives and impacts to surrounding infrastructure will be conveyed. The immersive 3-D environment will allow for static photo representation and dynamic video representation to communicate alternatives to stakeholders and the public.

A total of five (5) conceptual geometric alternatives are assumed across the limits of the bridge, in addition to the existing condition (6 variations total).

For up to two (2) alternatives, staged construction concepts will be developed in static and video formats to illustrate construction methods.

Deliverables for Task 02

- Public Outreach Plan.
- Project fact sheet, meeting notices, and other handouts.
- Agendas, materials, and minutes for PDRC meetings.
- Public Meeting Materials (comment sheets, boards, presentation).
- Agendas, materials, minutes for Council/Boards/Committees and One-on-One.
- Project Outreach Summary.
- Concept Visualizations.

TASK 03 – INVESTIGATE EXISTING CONDITIONS

Subtask 03.01 – Previous Studies and Reports

CONSULTANT will collect documents including as-builts of existing bridges and roadway, inspection reports, safety data, studies, and other readily available pertinent data from the City, RTC, and NDOT.

Subtask 03.02 – Geotechnical Data & Permitting

Geotechnical data gathering will include review of any available literature including information regarding geologic conditions, soils references, pertinent design criteria, and as-built plans. CONSULTANT will also develop preliminary estimates for site class and seismic design parameters using American Association of State Highway and Transportation Officials (AASHTO, 2019) 9th Edition LRFD Bridge Design Specifications and the 2008 NDOT Structures Manual. To support regulatory permitting of anticipated geotechnical investigation, CONSULTANT will prepare a draft investigation plan that includes anticipated location of geotechnical borings and associated access needs.

While this scope does not include geotechnical field investigation, it does include planning efforts and regulatory compliance to allow for future field work. It is assumed at least one (1) boring is required within the Truckee River, a federal and state jurisdictional aquatic resource. Specifically, the Truckee River is a US Army Corps of Engineers (USACE) regulated water of the United States (WOUS), and a water of the State of Nevada (WoS), which is regulated by the Nevada Division of Environmental Protection (NDEP).

Prior to any aquatic resource being impacted, per the Clean Water Act, regulatory approvals must be secured from the USACE and NDEP. To secure the approvals, CONSULTANT will conduct environmental surveys and prepare technical memoranda, that will be submitted as part of the application packages. CONSULTANT will prepare and submit permit applications to the USACE and NDEP to secure the following regulatory permits:

- USACE Nationwide Permit 6 Survey Activities (NWP 6) Application
 - Aquatic resources delineation (ARD) memorandum
 - Cultural resources inventory memorandum
 - Special status species (SSS) memorandum
- NDEP Water Quality Certification (WQC) Application
- NDEP Working in Waterway (WiW) Permit Application

If the project meets the NWP 6 general and regional conditions, the USACE NWP 6 will be a nonreporting permit. If the project qualifies for a non-reporting NWP 6, CONSULTANT will prepare a notification letter to the USACE introducing the projects proposed geotechnical borings work, and that the project meets the general and regional conditions under the NWP 6. For the purposes of this scope of work, it is assumed the project will qualify for a non-reporting NWP 6.

Subtask 03.02.01 – Technical Memoranda

To verify the project meets the NWP 6 general and regional conditions, background research, field work, and memoranda will be prepared for aquatic resources, cultural resources, and SSS. Prior to conducting any field work, CONSULTANT will develop an Area of Potential Effect (APE). The APE will provide the project limits, including a buffer, for background research and field work.

Aquatic Resources Delineation Memorandum - To prepare for the aquatic resources delineation field work, CONSULTANT will perform a data review of the project APE. The data review will include US Geological Survey topography, imagery, determination of the Natural Resources Conservation Service listed soils as hydric or non-hydric soils, and the preparation of field maps. CONSULTANT will visit the project APE and conduct an ARD. The Truckee River ordinary high-water mark will be mapped, in addition to any observed wetlands.

CONSULTANT will prepare and submit (email) the ARD memorandum with the proposed USACE regulated jurisdictional boundaries to RTC for review and comment. CONSULTANT will incorporate comments, as appropriate, and prepare the final ARD memorandum. The final ARD memorandum will be an appendix to the WQC application and the USACE notification letter.

Cultural Resources Inventory Memorandum - Compliance with Section 106 of the National Historic Preservation Act is required due to impacts to an aquatic resource. A primary step in this compliance process is the identification of a projects specific APE. Based on consideration of both potential direct and indirect impacts of the proposed project, CONSULTANT cultural resource specialists will prepare a map that depicts the proposed APE specific to the work proposed. Prior to conducting field inventory activities, CONSULTANT will conduct sufficient archival research to both inform expectations in the field and to develop historic contexts necessary for subsequent resource evaluations (i.e., archaeological and architectural). Preliminary research indicates most of the project area has been inventoried. Although a previously recorded historic district boundary is adjacent to the project area, resources associated with the district include an historic building and structures,

located over 150 feet from the closest proposed boring location. Therefore, impacts to these known cultural resources are not anticipated.

CONSULTANT will provide a Secretary of Interior Qualified Archaeologist and Architectural Historian to conduct the fieldwork. Upon completion of fieldwork, results of the cultural resources inventory will be documented in a Cultural Resources Inventory Memorandum. It is assumed the USACE will not require a newly developed historic context, but rather the context/background developed for the evaluation of the Newlands Heights Historic District will be incorporated by reference within the memorandum. The memorandum will be an appendix to the USACE notification letter; however, it will be submitted to the USACE under separate cover. One round of revision is anticipated to finalize the Cultural Resources Inventory Memorandum.

Special Status Species Memorandum - CONSULTANT will prepare and submit SSS database requests to the Nevada Natural Heritage Program, Nevada Department of Wildlife, and the United States Fish and Wildlife Service. Once the results are received, CONSULTANT will conduct a reconnaissance-level field survey to evaluate the presence and absence of SSS, or their habitat, occurring within the APE which will include a buffer. The SSS memorandum will present results from the database search, field survey, and recommended avoidance, minimization, and/or mitigation measures (as applicable).

CONSULTANT will prepare and submit the draft SSS memorandum to RTC for review and comment. CONSULTANT will incorporate comments, as appropriate, on the draft memorandum and prepare the final SSS memorandum. The final SSS memorandum will be an appendix to the NDEP WQC application and referred to in the USACE notification letter.

Subtask 03.02.02 – USACE Nationwide Permit 6 (NWP 6) Notification Letter

CONSULTANT will prepare a notification letter to the USACE documenting that the project meets the NWP 6 general and regional conditions for geotechnical borings. The notification letter will include the following:

- Project introduction
- Aquatic Resources Delineation Memorandum
- Cultural Resources Inventory Memorandum
- SSS Memorandum

CONSULTANT will prepare and submit the USACE NWP 6 notification letter to RTC for review and comment. CONSULTANT will incorporate comments, as appropriate, and prepare a final USACE NWP 6 notification letter. The final notification letter will be submitted online to the USACE. CONSULTANT will email RTC a PDF of the final notification letter and associated appendices. CONSULTANT will follow-up with the USACE in the event the USACE has any questions or additional needs.

Subtask 03.02.03 – NDEP Permit Applications

Water Quality Certification (WQC) Application - CONSULTANT will prepare a WQC application, which will discuss the proposed impacts to the aquatic resources. Per the September 11, 2020, EPA final ruling, CONSULTANT will also complete the WQC Request, which is an addendum comprised of nine elements. This addendum is included in the WQC application submittal. Lastly, per the September 11, 2020, final rule, CONSULTANT will email a Pre-Filing Meeting Request to NDEP, and copy the USACE,

at least 30 days prior to the WQC application submittal. CONSULTANT will attend the Pre-Filing meeting (virtual) with NDEP.

CONSULTANT will prepare and submit (via email) the draft WQC application and 401 WQC Request to RTC for review and comment. CONSULTANT will incorporate comments, as appropriate, on the two documents and prepare the final permit application. The final WQC application will be mailed to NDEP. CONSULTANT will follow-up with NDEP in the event NDEP has any questions or additional needs.

Working in Waterway (WiW) Permit Application - CONSULTANT will prepare a WiW permit application, which will discuss the proposed impacts to the aquatic resource. CONSULTANT will prepare and submit (via email) the draft WiW permit application to Parametrix for review and comment. CONSULTANT will incorporate comments, as appropriate, on the draft application and prepare the final permit application.

The final WiW permit application will be submitted online through NDEP's permit portal, and the \$250 application fee will be mailed separately to NDEP with the permit portal number contained in a brief cover letter. CONSULTANT will follow-up with NDEP in the event NDEP has any questions or additional needs.

Subtask 03.02.04 – Permit support

CONSULTANT will be available for on call environmental services support, which may include but will not be limited to attending additional client, team, and/or agency meetings, and/or conducting preconstruction surveys. If an on-call service is requested, Parametrix will provide an email with the requested work. CONSULTANT has budgeted 12 hours for an Associate Scientist and 12 hours for a Staff Scientist for on-call services.

Subtask 03.02 – Assumptions

- The project meets all USACE NWP 6 Regional Conditions and General Conditions, resulting in a non-reporting NWP 6
- The USACE will accept the SSS memorandum. The SSS survey will be a reconnaissance-level field survey and no protocol-level surveys will be conducted. No SSS are expected to be found during the SSS reconnaissance-level field survey
- No Section 7 consultation with the USFWS will be required. The USACE will accept the Aquatic Resources Delineation memorandum
- Cultural Resources - No archaeological resources will be identified; no architectural resources will be identified; no new vertical elements will be introduced; direct and indirect APE boundaries will be coincident; existing historic context will be re-utilized and the development of a new historic context will not be required; Native American consultation, if required, will be the responsibility of the USACE; the USACE will accept the Cultural Resources Memorandum
- If the USACE or NDEP requests additional information, CONSULTANT will be able to complete the USACE or NDEP requests under Subtask 03.02.04
- Drainage dewatering or temporary by-pass program will neither be needed nor prepared
- A compensatory mitigation plan will neither be required nor prepared
- The \$250 WiW application fee is included in the cost estimate.

- Preparation of the NDEP Construction Stormwater General Permit is not included in this Scope of Work, CONSULTANT is available to prepare this permit application as well as to manage the permit if needed
- Permit compliance monitoring and reporting is not a part of this Scope of Work because the project specific permit requirements are currently unknown.

Subtask 03.03 – Topographic Survey

CONSULTANT will perform preliminary survey and office support to establish a general understanding of horizontal and vertical constraints for the project. The horizontal datum shall be Washoe County Coordinate System, West Zone NAD83/94. Vertical datum shall be NAVD88 based on digital bar-code leveling circuits to published City benchmarks. This effort will include:

- Field surveys and office support to establish primary horizontal and vertical control points for photogrammetric mapping. Provide a color georeferenced photo with 1-foot contour intervals. The photo will cover Keystone Avenue, California Avenue, Booth Street, and Riverside Drive with southern limits at the intersection of Booth Street and California Avenue and the associated area to northern limits at Keystone Avenue at First Street. Riverside Drive will be covered from 350 ft west of Booth Street to Vine Street. These bounds define the Project Area.
- Field surveys, photogrammetric mapping, and office support to provide topographic design surveys. The design survey information will be provided for a width of at least 25 feet behind curbs (right of way) and will include cross sections of Keystone Avenue and Riverside Drive at 50ft +/- intervals. The survey will include centerline spot elevations, bridge decks, sidewalks and access under the bridge, embankments under the bridge, existing striping, edge of pavement, curb/gutter, flow line, hinge points, locations of utility poles/anchors, visible utility appurtenances, fences, signs, existing survey monuments, location of underground utility carsonite markers (if any). Overlay property and right of way information will include assessor's parcel numbers. Topographic information will include Keystone Avenue from the Booth/California intersection and Foster/Booth intersection to First Street, and Riverside Drive from Booth Street to Vine Street. Survey points will be obtained on the south side of the river between Booth Street and Keystone Avenue.
- Additional topographic survey using aerial data collection methods will be gathered for the Project Area as defined above for purposes of reviewing and understanding general topographic constraints associated with the Project Area.
- Digital Terrain Model of the existing surface will be provided based on a composite of survey points and photogrammetric survey.
- In-water survey and/or bathymetric survey will not be performed.

Subtask 03.04 – Traffic Data

CONSULTANT will obtain pertinent current and future travel demand model volumes and other traffic data from the RTC and NDOT. CONSULTANT will collect new peak hour volumes and turning movements to update/verify the volumes identified in the 2014 Keystone Avenue Corridor Study. Volume counts will include data for bicyclists and pedestrians and be conducted when schools are in regular session.

New 7 to 9 AM (or earlier as needed to capture Reno High peaks), 2 to 4 PM and 4 to 6 PM peak period turning movement counts will be performed at the following seven (7) intersections: 1st Street / Keystone

Ave, Jones Street / Keystone Ave, Idlewild Drive / Booth Street, Foster Drive/Booth Street, Westfield Ave/Booth Street, California Ave/Booth Street, and Keystone Ave/California Ave.

A 72-hour road segment vehicle count will be conducted on (1) Keystone Avenue between Jones Street and Foster Drive, and (2) the Keystone Avenue frontage road between Jones and Riverside, to determine typical daily traffic volumes and vehicle mix for pavement and structure design purposes.

Subtask 03.05 – ROW Mapping & Engineering

CONSULTANT will provide right-of-way support services by obtaining and reviewing property and ownership information along the project limits to identify right-of-way constraints and possible impacts to high-risk properties. CONSULTANT will develop a spreadsheet identifying those parcels along the alignment.

No right-of-way setting, utility property rights research (including investigation of prior rights, agreements, or easements), right-of-way engineering, or acquisition services are included in this scope.

Subtask 03.06 – Subsurface Utilities & Mapping

CONSULTANT will investigate and locate subsurface and overhead utilities within the bridge alignment, roadway R/W, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data.

Based on field and records 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. RTC will issue the initial notification to the utility agencies. CONSULTANT will obtain all record information and coordinate with the utility agencies to allow for a more complete understanding of existing facilities.

The existing utility information/mapping provided by each utility company (Quality Level D) and those utilities identified by the field survey (Quality Level C) will be compiled to create an existing utility base map of the Project Area.

Subtask 03.07 – Existing Hydrology

CONSULTANT will coordinate with Truckee River Flood Management Authority (TRFMA) to obtain current Truckee River flood design requirements and the latest Truckee River Flood Model for the Project Area. In addition, CONSULTANT will coordinate to obtain data related to USACE infrastructure where the USACE has previously constructed flood protecting measures and may have vested interest within the Project Area and obtain and review the current Carson Truckee Water Conservancy District (CTWCD) hydraulic model for the area.

Subtask 03.08 – Field Review

CONSULTANT will conduct a half-day field review meeting with key Project task leads and pertinent RTC/City/NDOT stakeholder representatives. This task will include walking along the Keystone, Booth, and Riverside Drive within the Project Area with special attention paid to utilities, intersections, sidewalks, and the existing structure.

As needed throughout the Project, additional field reviews may be conducted for specific technical areas. These will be detailed individually in associated Tasks.

Deliverables for Task 03

- Draft and Final Aquatic Resources Delineation Memorandum (PDF via email)
- Draft and Final SSS Memorandum (PDF via email)
- Draft USACE Notification Letter to RTC (PDF via email)
- Final USACE Notification Letter to USACE and RTC (PDF via email)
- Final Cultural Resources Inventory Memorandum to USACE (PDF via email)
- WQC Pre-Filing Meeting Request email to NDEP, and copy the USACE, at least 30 days prior to the WQC application submittal (PDF via email)
- Draft WQC permit application, which includes the WQC Request and the Pre-Filing Meeting Request, and draft WiW permit application to RTC (PDF via email)
- Final WQC application and WiW permit application to NDEP’s online system and RTC (PDF documents submitted via email to RTC)
- Land Network Base Map for Project Area.
- Utility Base Map for Project Area.
- Existing Conditions Traffic Volumes Exhibit for Project Area.
- Existing Conditions Bicycle & Pedestrian Volumes Exhibit for Project Area.

TASK 04 – ALTERNATIVES ANALYSIS AND FEASIBILITY STUDY

Subtask 04.01 – Conceptual Alternatives Analysis

CONSULTANT will provide coordination, supervision, management, and analysis of the conceptual bridge, roadway, and aesthetic alternatives for the Project. The general process, covered within this subtask will be:

- Develop project needs and goals. This will be based on the existing conditions analysis, input received from stakeholder and public engagement, and information from past studies. This will be documented in the PEL questionnaires and will form the foundation for the project’s Purpose and Need Statement during NEPA.
- Develop alternatives screening process. A brief memorandum describing this process will be prepared and will outline the process and the evaluation criteria as reviewed and established by the PDRC. The memorandum will also include an outline of the project opportunities, constraints, and alternatives to be evaluated in Level 1 screening.
- Level 1 comparative screening analysis. The Level 1 screening will involve qualitatively evaluating multimodal geometry over the Truckee River to First Street, bridge structure types, and south intersection multimodal geometry as defined in Tasks 4.4-4.6. Evaluation will be based on criteria such as consistency with project needs and goals, environmental impacts, property impacts, operational performance, cost, etc. A Level 1 screening matrix will be developed for review, discussion, and input from the SWG. Description of the process and results will ultimately be documented with the Alternatives Analysis Memorandum.
- Level 2 quantitative screening analysis. The alternatives passing through the Level 1 screening will be carried forward to a more detailed development (15% design) and evaluation. This Level 2 evaluation will be documented within the Alternatives Analysis Memorandum. Recommendations coming out of the Level 2 screening will be reviewed and refined by project stakeholders and form the basis for future NEPA reviews.

Subtask 04.02 – Design Criteria

This task is not included in the current scope. A formal project specific basis of design, if required, will be included in the next project phase.

Subtask 04.03 – South Intersection Multimodal Geometry

CONSULTANT will develop and support assessment for alternatives associated with the intersection area south of the Keystone Bridge. This includes interface of Keystone Avenue with Booth Street, Foster Avenue, and California Avenue. This effort will build upon on the alternatives developed during the 2014 Keystone Corridor Study.

Support for Level 1 screening will consist of input and high-level schematic drawings to assess a range of potential alternatives for the south intersection. Results from the Keystone Corridor Study will be used, including the alternatives developed and conclusions from the study. The result of the Level 1 screening will be a summary of the alternatives to be further developed for Level 2 screening.

Support for Level 2 screening will consist of developing concept level geometry (15% design) for up to three alternatives. Level of effort scoped considers the following four general options that will be confirmed and may be adjusted during the Level 1 screening:

- Multimodal solution only, consisting of no major roadway realignment.
- Review and update preferred alternative from Keystone Corridor Study (Alt. B).
- Provide new intersection alternative.

15% design level is defined as conceptual roadway horizontal and vertical alignments for the alternatives. Plans will generally depict proposed roadway/path geometrics and elements such as edge of pavement (Roadway and separated paths), bridge/structures, drainage facilities, retaining walls (horizontal only), curb, gutter, and sidewalk.

Subtask 04.04 – Multimodal Geometry to First Street

CONSULTANT will develop and support assessment for alternatives associated with the south approach and crossing over the Truckee River to the interfaces at Riverside Drive, Vine Street, Jones Street, and First Street. This effort includes intersections at Jones and First Street but does not include development of the south intersection at California Avenue. (See subtask 4.3).

Support for Level 1 screening will consist of input and high-level schematic drawings for a range of geometric configurations and profiles with variables in matrix format to include number/configuration of traffic lanes, location of active transportation crossing, combined or separate profiles, and replacement staging.

Support for Level 2 screening will consist of developing concept level geometry for up to four alternatives. Level of effort scoped considers the following four general options that will be confirmed and may be adjusted during the Level 1 screening:

- Two vehicular lanes over the Truckee River with active transportation on the same profile.
- Four vehicular lanes over the Truckee River with active transportation on the same profile.
- Four vehicular lanes over the Truckee Rover with active transportation on low profile.
- Four vehicular lanes with separate active transportation crossing at or near Booth Street.

Subtask 04.05 – Structure Conceptual Development

CONSULTANT will advance conceptual design for bridges and approach retaining walls to support the alternative evaluation process and ensure concepts are feasible and constructable. Preliminary engineering analysis will include evaluation of foundation locations and type, superstructure type, and other aesthetic considerations. Bridge types will be developed in an integrated effort with the geometry as described in Task 4.4.

Support for the Level 1 screening is anticipated to inform the Level 1 roadway geometry development described in Task 4.4. This will include general input related to structure geometry and staging geometry.

Support for the Level 2 screening is anticipated to include up to 6 bridge configurations considering variables of multimodal geometry, construction staging, and bridge type. Anticipated bridge types include traditional girders, an above-deck arch structure, and pedestrian structures (attached or separate from the main bridge). Geometry will be developed in the form of general plan, elevation, and typical sections.

Upon selection of a preferred bridge concept resulting from Level 2 screening, a Structures Planning Memorandum will be completed to finalize the concept, including additional preliminary engineering to confirm geometry, foundation, substructure, superstructure, deck, and general aesthetics. A summary of the bridge type will be completed, along with general plan and elevation sheets, and cost estimate.

Subtask 04.06 – Preliminary Geotechnical Assessment

CONSULTANT will prepare a preliminary geotechnical design memorandum to support concept level design efforts. Based on available data, including the shallow as-built geotechnical borings and borings from adjacent or downstream projects, recommendations will be provided for concept level design of the proposed project, including potential retaining walls and new bridge foundations. Also, based on existing topographical data and site information, slopes will be evaluated for concept level assessment of potential of liquefaction and liquefaction induced lateral spreading.

In addition to recommendations to support concept level design, assessment will include anticipated investigation and testing program as recommended to support further advancement of preliminary engineering and final design efforts.

Subtask 04.07 – Traffic Operations and Impact Assessments

CONSULTANT will evaluate the existing conditions and the 20-year horizon one future scenario year using outputs of the RTC's travel demand model, historical growth indicators, and known planned/approved development as identified by the RTC or City of Reno. Analysis is limited to the seven study intersections identified in Task 3.4.

CONSULTANT will evaluate the Level 2 alternatives developed in Tasks 4.3 through 4.5 and provide traffic operations analysis (level of service and delay for all intersections, volume/capacity ratios for roundabouts, and queuing lengths at critical locations) for the 20-year horizon volumes. CONSULTANT will identify opportunities and significant issues associated with each alternative to inform selection of the preferred alternative.

20-year horizon future daily traffic volumes and vehicle classification mix on Keystone Avenue south of 1st Street will be forecasted for pavement and structural design purposes for the preferred alternative.

Recommendations will be made for overall bicycle and pedestrian circulation and key connections considering recommendations of the 2014 Keystone Corridor, the RTC Bike/Ped Master Plan, and the intention of creating a thoughtful overall pedestrian and bicycle network in the study area.

The analysis will be summarized in a Multimodal Traffic Analysis technical memorandum with supporting exhibits.

Subtask 04.08 – Utility Impact Assessment

Using data from Task 3, CONSULTANT will prepare a Concept Level Utility Conflict Matrix for the proposed Level 2 screening alternatives. The Matrix will outline potential conflicts, planned improvements, potential relocations, and new installations. Utilities noted in the Matrix likely affected by the Project will be depicted on the Project plans.

Subtask 04.09 – Right-of-Way Impact Assessment

CONSULTANT will identify potential right-of-way impacts and costs for planning purposes based on each alternative presented within Level 2 screening. Preliminary Right-of-Way cost estimates will be prepared. As a guide CONSULTANT will reference the NDOT Right-of-Way Manual, edition dated 2022. Right-of-way cost estimates are not appraisals and are intended for the specific purpose of assisting with evaluation of project alternatives and for budgeting purposes.

Right-of-way costs estimates may include the following:

- Type of rights-of-way needed for each of the viable improvement options (fee, easement, or temporary easements).
- Estimate of real property acquisition costs, including potential damages to the property such as access changes, larger parcel issues, uneconomic remainders, slopes, drainage, etc.
- Condemnation costs or expenses cannot be accurately estimated due to the unknown factors. As applicable, CONSULTANT will apply percentage estimate or some other cost that RTC believes represents this type of risk.

Subtask 04.10 – Hydraulic Modeling & Coordination

CONSULTANT will review and investigate the current Truckee River hydraulic capacity requirements including investigation of the water surface elevation. Hydraulic modeling of the river and potential flood scenarios will not be completed.

CONSULTANT will meet and coordinate with the TRFMA and review the current TRFMA HEC-RAS model for the Project Area to determine existing conditions for the design year floods. Results from this coordination will be used to understand hydraulic constraints related to the proposed bridge configuration.

CONSULTANT will meet and coordinate with the CTWCD and review the current CTWCD HEC-RAS model for existing condition water conveyance. Results will be used to understand hydraulic constraints related to USACE permitting. The investigation will be summarized in the Hydraulic Impact Memorandum.

Subtask 04.11 – Drainage Impact Assessment

CONSULTANT shall develop conceptual level drainage facilities to support the Level 2 screening of alternatives. The analysis will include preliminary recommendations for drainage conveyance with a summary of costs and impacts that will be used to support the evaluation of alternatives.

Subtask 04.12 – Landscape & Aesthetics

Landscape & Aesthetics is not included in this initial scope of work. It is assumed conceptual plans will be developed and selected after the feasibility phase.

Subtask 04.12 – Constructability & Phasing Assessment

In support of the Level 2 screening, in the form of an Alternatives Constructability Memorandum, CONSULTANT will complete constructability review of up to 4 alternatives with different structure types, geometry, and or staging crossing the river, and up to 2 alternatives for the south intersection. These high-level constructability reviews will include focus on river access, foundation and substructure construction, falsework, girder/structure erection, construction staging areas, MOT and pedestrian detours, and overall construction sequencing. General high-level construction schedule will be included for each alternative.

Following selection of alternative for the south intersection geometry, geometry to first street, and the structure type, CONSULTANT will perform a more detailed constructability review for the chosen comprehensive alternative. This review, in the form of a Feasibility Constructability Memorandum will include a development of a more detailed construction schedule, construction impact areas, and identification of construction risks and potential mitigation.

Subtask 04.13 – Cost Estimating

CONSULTANT will complete order of magnitude cost estimates for environmental clearance, design, and construction of each alternative. The order of magnitude estimates will support Level 2 screening with focus on major bid items and project soft costs. Cost of all major components of the roadway, bridge, traffic, utilities, landscaping, right of way, and access will be included.

For the selected alternative, CONSULTANT will prepare a more detailed cost estimate that will be included in the Feasibility Report.

Subtask 04.14 – Feasibility Report

CONSULTANT will prepare a Feasibility Report to serve as the culmination of Task 4. This report will summarize alternatives, screening analyses, and the resulting preferred alternative(s) for progression to preliminary engineering and NEPA evaluation. Summary-level information on existing conditions and outreach will be included within the report.

The Feasibility Report will present the preferred multimodal geometry of Keystone Avenue from California to First Street, the preferred bridge structure type, the solution for the urban intersection at California Avenue and Booth Street, and the aesthetic preferences.

The Feasibility Report will be prepared in a graphical manner with a public-friendly narrative that is easy to read and understand. An executive summary fact sheet will be prepared, along with a short Power Point presentation summarizing the study process and findings to date.

Deliverables for Task 04

- Alternatives Analysis Memorandum, including:
 - Project Needs and Goals
 - Screening Process and Evaluation Criteria
 - Level 1 Screening Matrix

- Level 2 Screening and Recommendations
- Preliminary Geotechnical Design Memorandum.
- Multimodal Traffic Analysis Memorandum.
- Structures Planning Memorandum.
- Traffic Impacts Memorandum.
- ROW Impact Memorandum.
- Concept Utility Conflict Matrix.
- Right-of-Way Evaluation Memorandum.
- Hydraulic Impact Memorandum.
- Alternatives Constructability Memorandum.
- Feasibility Constructability Memorandum.
- Cost Estimates.
- Feasibility Report (summary elements of all the above memorandums).
- Executive Summary Fact Sheet.
- Summary-level PPT slides.

TASK 05 – PLANNING & ENVIRONMENTAL LINKAGE (PEL)

Subtask 05.01 – Agency Outreach

CONSULTANT will hold an agency meeting with RTC, City of Reno, NDOT, FHWA, USACE, and others as necessary to discuss the likely lead federal agency for a future NEPA process, the likely NEPA class of action, and any potential changes to the NEPA process or lead based on agency or funding sources. These meetings are covered under Task 2.

CONSULTANT will prepare and distribute scoping / Intent to Study letters to select environmental resource agencies to identify the scope of issues to be considered in the Feasibility Study.

Resource agencies are expected to be involved throughout the entire feasibility planning portion of this study. Outstanding issues and concerns will be documented at the conclusion of the planning effort.

Subtask 05.02 – Data Collection and Evaluation

CONSULTANT will collect and evaluate the following data. It is anticipated that this information will help inform any fatal flaws related to the alternatives analysis. Evaluation of environmental features will primarily be conducted via desktop research and not in-depth field reviews. The purpose of this effort is to inform the PEL process and set the foundation for resources to be investigated further during NEPA.

- Hazardous Materials – Conduct research of environmental regulatory databases to identify sites of concern that could affect project design or alternatives and the potential for aerielly deposited lead concerns in potential right-of-way acquisition areas.
- Waters of the US (includes Wetlands) – Conduct a database search (USFWS National Wetlands Inventory and U.S. Geological Survey mapping) and map potential jurisdictional waters of the US (including wetlands) boundaries per the USACE 1987 Wetlands Delineation Manual and 2008 Regional Supplement: Arid West Region.
- Land Use & Special Designations – Collect planned and future land use and zoning information from the City of Reno to identify redevelopment areas and planned development that can inform traffic access needs. Assess potential effects (adverse and beneficial) to future land use and planned

development.

- Visual – Assess change to visual character for those who would use and/or view the roadway improvements, and those who would use and/or view the bridge. Discuss whether the change in vertical elements may affect adjacent historic resources, if any.
- Socioeconomics / Environmental Justice (EJ) – Review demographic and economic data and assess whether economic activity or EJ populations are present in the Project Area or nearby and whether or how they may be impacted by the Project. Discuss whether displacement or relocation may occur for right of way acquisition, and what impacts in other areas may affect EJ populations disproportionately (i.e., air quality, displacement).
- Air Quality / Traffic Noise – Assess whether sensitive air or noise receptors are present and the potential for impacts to nearby sensitive receptors. Briefly discuss the air quality attainment status in the air basin and whether the Project is expected to conform with the State Implementation Plan. No noise or air quality modeling will be completed at this stage.
- Historic Resources – Conduct Section 106 investigation, including agency consultation, Area of Potential Effect (APE) development, archival research, followed by a technical memorandum summarizing the results of archival research and identifying the potential project-related impacts to historic properties.
- Recreational Resources – Identify Section 4(f) and Section 6(f) recreational resources and constraints.
- Bicycle and Pedestrian Use – Identify existing and planned bicycle and pedestrian uses within and connected to the Project Area. Review City of Reno plans to identify deficiencies and planned improvements, and consistency with adopted plans and policies.
- Biological Resources – Obtain information from the USFWS, Nevada Department of Wildlife (NDOW), Natural Diversity Information Service (NDIS), and Natural Heritage Program (NHP) regarding the potential for sensitive or rare species to occur in the Project Area. Species surveys are not included in this scope.
- Flood Control Resources – Obtain information from the USACE and regional flood control (TRFMA) to evaluate flood control infrastructure (Civil Works Projects) where the USACE may have vested interest relative to the flood fighting capabilities tied to potential 408 review.
- Water Quality – Assess surface and groundwater resources in the project area and the potential for project construction to impact water quality. Describe the potential for the Project to require dewatering and how that and construction activities will be managed to protect water quality.

Subtask 05.03 – Documentation

CONSULTANT will provide a summary of Environmental Constraints and Opportunities that will be used as a baseline to support project understanding and to assist with qualitative assessment during Level 1 Screening.

CONSULTANT will provide evaluation of improvements, impacts and general recommendations relative to Task 5.2 for the alternatives in the form of an AA Environmental Review Memorandum. The memorandum will also include an Environmental Permit Matrix to document anticipated regulatory permits necessary for construction.

CONSULTANT will complete NDOT’s PEL questionnaire and Checklist, which includes summarizing the PEL process results, outreach conducted, alternatives and evaluation process, recommended alternatives, and Purpose and Need. The PEL Report will summarize and cross reference findings of the Feasibility Report, but

not report the technical information in detail. The PEL Report will outline how planning efforts from this Alternatives Analysis and Feasibility Study can be used in future NEPA efforts.

Deliverables for Task 05

- Environmental Constraints and Opportunities.
- AA Environmental Review Memorandum.
- PEL Report Including Questionnaire and Checklist.

TASK 06 – FUNDING SUPPORT

CONSULTANT will investigate possible funding sources and provide a summary of opportunities in the Feasibility Report. The summary will include discussion of currently proposed funding with the purpose to identify additional funding opportunities and programs at the local, state, and federal levels may augment or alleviate demands to design and construct the project. The effort will include:

- Coordinate with RTC and NDOT staff to understand current path of funding
- Assess the amount of funding needed in relation to the estimated cost of identified improvements, identifying gaps
- Identify available discretionary federal and state funding programs, assessing eligibility requirements, schedule, and appropriateness for the proposed project

Deliverables for Task 06

- Project Funding Opportunity Memorandum.

Exhibit A

Keystone Bridge Project Feasibility/NEPA/Design					(v. 4/7/2023)																	
ID	Task Name	Start	Finish	2023																		
				Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1																						
2	Washoe RTC Approval	4/21/23	4/21/23																			
3	NTP	5/15/23	5/15/23																			
4	Task 1 - Project Management	5/15/23	5/13/24																			
5	Project Management Meetings	5/29/23	5/13/24																			
32	Develop PMP/QMP	5/15/23	5/19/23																			
33	Develop Project Schedule	5/15/23	5/19/23																			
34	Project Kickoff Meeting	5/19/23	5/19/23																			
35	Task 2 - Public Outreach	5/22/23	4/26/24																			
36	Develop Public Outreach Plan	5/22/23	6/9/23																			
37	PDRC Meetings	6/22/23	2/29/24																			
43	Public Meeting #1	9/22/23	9/22/23																			
44	Public Meeting #2	4/26/24	4/26/24																			
45	Task 3 - Investigate Existing Conditions	5/22/23	5/3/24																			
46	Existing Condition Tasks 3.01 - 3.07	5/22/23	7/7/23																			
54	Field Review	7/10/23	7/10/23																			
55	Geotechnical Permitting	1/1/24	5/3/24																			
56	Task 4 - Alternatives Analysis and Feasibility Study	5/22/23	5/10/24																			
57	Conceptual Alternatives Analysis	5/22/23	1/26/24																			
58	Develop Project Needs and Goals	5/22/23	7/28/23																			
59	Formalize Alternative Screening Process	5/22/23	7/14/23																			
60	Develop Level 1 Screening Matrix	7/17/23	9/1/23																			
61	RTC Review	9/4/23	9/22/23																			
62	Level 2 Screening & Recommendations	9/25/23	12/29/23																			
63	RTC Review	1/1/24	1/26/24																			
64	South Intersection Multimodal Geometry	7/3/23	11/17/23																			
65	Multimodal Geometry to First Street	7/3/23	11/17/23																			
66	Structure Conceptual Development	7/3/23	11/17/23																			
67	Preliminary Geotechnical Assessment	7/31/23	9/8/23																			
68	Traffic Operations and Impact Assessments	9/25/23	12/1/23																			
69	Utility Impact Assessment	9/25/23	11/3/23																			
70	Right-of-Way Impact Assessment	9/25/23	11/3/23																			
71	Hydraulic Modeling & Coordination	7/31/23	9/8/23																			
72	Drainage Impact Assessment	9/25/23	11/3/23																			
73	Constructability & Phasing Assessment	10/23/23	11/17/23																			
74	Cost Estimating	10/23/23	11/17/23																			
75	Feasibility Report	1/29/24	3/22/24																			
76	RTC Review	3/25/24	4/12/24																			
77	Final Feasibility Report	4/15/24	5/10/24																			
78	Task 5 Planning and Environmental Linkage	7/17/23	12/29/23																			
79	Environmental Constraints & Opportunities	7/17/23	8/25/23																			
80	AA Environmental Review Memorandum	10/9/23	12/1/23																			
81	PEL Report Including Questionnaire & Checklist	12/4/23	12/29/23																			
82	Task 6 - Funding Support	1/29/24	2/16/24																			
83	Project Funding Opportunity Memo	1/29/24	2/16/24																			

Exhibit B

Compensation

**RTC of Washoe County, RTC 23-02
Keystone Bridge Project Feasibility/NEPA/Design**

Task	SubTask	Description	Parametrix			NCE		TY Lin			
			Hours	Labor Dollars	Direct Expenses	Hours	Labor Dollars	Hours	Labor Dollars		
01		Project Management	172,677.80	660	\$ -	648	\$ 169,430.00	4	\$ 1,110.00	4	\$ 1,097.80
01	01	Project Administration	\$ 73,160.00	268	\$ -	268	\$ 73,160.00	-	\$ -	-	\$ -
01	02	Project Meetings	\$ 33,687.80	110	\$ -	98	\$ 30,440.00	4	\$ 1,110.00	4	\$ 1,097.80
01	03	Project Controls	\$ 28,920.00	152	\$ -	152	\$ 28,920.00	-	\$ -	-	\$ -
01	04	Quality Assurance and Quality Control	\$ 26,160.00	94	\$ -	94	\$ 26,160.00	-	\$ -	-	\$ -
01	05	Risk Management Support	\$ 10,750.00	36	\$ -	36	\$ 10,750.00	-	\$ -	-	\$ -
02		Public and Agency Involvement	225,934.68	1,117	\$ 1,472.00	761	\$ 167,160.00	20	\$ 4,900.00	14	\$ 4,054.68
02	01	Outreach and Involvement Plan	\$ 13,140.00	68	\$ -	34	\$ 8,040.00	-	\$ -	-	\$ -
02	02	Outreach Materials	\$ 32,440.00	168	\$ -	128	\$ 26,440.00	-	\$ -	-	\$ -
02	03	PDRC Meetings	\$ 25,437.72	111	\$ -	75	\$ 18,000.00	8	\$ 1,960.00	6	\$ 1,737.72
02	04	SWG Meetings	\$ -	0	\$ -	-	\$ -	-	\$ -	-	\$ -
02	05	Public Meetings	\$ 58,176.96	294	\$ 1,472.00	208	\$ 42,320.00	8	\$ 1,960.00	8	\$ 2,316.96
02	06	Presentation to Council/Boards/Committees	\$ 14,100.00	52	\$ -	38	\$ 11,620.00	4	\$ 980.00	-	\$ -
02	07	One-on-One Meetings	\$ 22,270.00	68	\$ -	68	\$ 22,270.00	-	\$ -	-	\$ -
02	08	Media Assistance to RTC	\$ 22,060.00	136	\$ -	14	\$ 3,760.00	-	\$ -	-	\$ -
02	09	Project Outreach Summary	\$ 9,560.00	50	\$ -	26	\$ 5,960.00	-	\$ -	-	\$ -
02	10	Prepare Concept Visualizations	\$ 28,750.00	170	\$ -	170	\$ 28,750.00	-	\$ -	-	\$ -
03		Investigate Existing Conditions	143,662.68	881	\$ 12,494.00	208	\$ 38,030.00	304	\$ 55,375.00	16	\$ 4,391.20
03	01	Previous Studies and Reports	\$ 13,040.00	64	\$ -	56	\$ 11,240.00	-	\$ -	-	\$ -
03	02	Geotechnical Data and Permitting	\$ 50,556.48	283	\$ 725.00	-	\$ -	251	\$ 44,935.00	-	\$ -
03	03	Topographic Survey	\$ 32,885.00	265	\$ 7,975.00	10	\$ 2,060.00	-	\$ -	-	\$ -
03	04	Traffic Data	\$ 7,620.00	58	\$ -	-	\$ -	-	\$ -	-	\$ -
03	05	ROW Mapping & Engineering	\$ 11,210.00	72	\$ -	72	\$ 11,210.00	-	\$ -	-	\$ -
03	06	Subsurface Utilities & Mapping	\$ 13,310.00	77	\$ -	46	\$ 7,460.00	31	\$ 5,850.00	-	\$ -
03	07	Existing Hydrology	\$ 3,420.00	16	\$ -	-	\$ -	16	\$ 3,420.00	-	\$ -
03	08	Field Review	\$ 11,621.20	46	\$ 3,794.00	24	\$ 6,060.00	6	\$ 1,170.00	16	\$ 4,391.20
04		Alternatives Analysis and Feasibility Study	698,994.52	3,567	\$ -	2,000	\$ 383,570.00	68	\$ 14,125.00	917	\$ 200,428.60
04	01	Conceptual Alternatives Analysis	\$ 51,600.00	224	\$ -	224	\$ 51,600.00	-	\$ -	-	\$ -
04	02	Design Criteria	\$ -	0	\$ -	-	\$ -	-	\$ -	-	\$ -
04	03	South Intersection Multimodal Geometry	\$ 80,640.00	440	\$ -	440	\$ 80,640.00	-	\$ -	-	\$ -
04	04	Multimodal Geometry to First Street	\$ 61,780.00	316	\$ -	316	\$ 61,780.00	-	\$ -	-	\$ -
04	05	Structure Conceptual Development	\$ 135,937.04	652	\$ -	36	\$ 10,600.00	-	\$ -	616	\$ 125,337.04
04	06	Preliminary Geotechnical Assessment	\$ 21,564.28	120	\$ -	-	\$ -	-	\$ -	-	\$ -
04	07	Traffic Operations and Impact Assessments	\$ 68,660.00	388	\$ -	10	\$ 2,800.00	-	\$ -	-	\$ -
04	08	Utility Impact Assessment	\$ 32,050.00	163	\$ -	150	\$ 29,400.00	13	\$ 2,650.00	-	\$ -
04	09	Right-of-Way Impact Assessment	\$ 35,546.64	204	\$ -	120	\$ 22,100.00	-	\$ -	-	\$ -
04	10	Hydraulic Modeling & Coordination	\$ 11,475.00	55	\$ -	-	\$ -	55	\$ 11,475.00	-	\$ -
04	11	Drainage Impact Assessment	\$ 36,400.00	280	\$ -	280	\$ 36,400.00	-	\$ -	-	\$ -
04	12	Landscape & Aesthetics	\$ -	0	\$ -	-	\$ -	-	\$ -	-	\$ -
04	13	Constructability & Phasing Assessment	\$ 61,639.96	225	\$ -	44	\$ 11,500.00	-	\$ -	181	\$ 50,139.96
04	14	Cost Estimating	\$ 51,551.60	260	\$ -	140	\$ 26,600.00	-	\$ -	120	\$ 24,951.60
04	15	Feasibility Report	\$ 50,150.00	240	\$ -	240	\$ 50,150.00	-	\$ -	-	\$ -
05		Planning & Environmental Linkage (PEL)	110,338.39	574	\$ 1,000.00	112	\$ 24,920.00	371	\$ 73,335.00	-	\$ -
05	01	Agency Outreach	\$ 8,553.41	41	\$ -	24	\$ 5,520.00	11	\$ 2,215.00	-	\$ -
05	02	Data Collection and Evaluation	\$ 62,344.01	312	\$ 1,000.00	36	\$ 7,440.00	258	\$ 52,660.00	-	\$ -
05	03	Documentation	\$ 39,440.97	221	\$ -	52	\$ 11,960.00	102	\$ 18,460.00	-	\$ -
06		Funding Support	7,970.00	34	\$ -	34	\$ 7,970.00	-	\$ -	-	\$ -
06	01	Funding Opportunity Summary	\$ 7,970.00	34	\$ -	34	\$ 7,970.00	-	\$ -	-	\$ -
SubTotals			\$ 1,359,578	6833	\$ 14,966	3763	\$ 791,080	767	\$ 148,845	951	\$ 209,972

Project Total \$ 1,374,544

Total by Company	Hours	Labor	Expense	Total	%
Parametrix	3,763	\$ 791,080	\$ 3,438	\$ 794,518	58%
NCE	767	\$ 148,845	\$ 775	\$ 149,620	11%
TY Lin	951	\$ 209,972	\$ 1,778	\$ 211,750	15%
Taylor Made Solutions DBE	298	\$ 44,700	\$ -	\$ 44,700	3%
Headway	472	\$ 81,440	\$ -	\$ 81,440	6%
BEC Environmental DBE	91	\$ 12,083	\$ 1,000	\$ 13,083	1%
Kleinfelder/Poggemeyer	152	\$ 27,186	\$ -	\$ 27,186	2%
Paragon Partners	84	\$ 13,447	\$ -	\$ 13,447	1%
Aerotech DBE	255	\$ 30,825	\$ 7,975	\$ 38,800	3%
Project Total:	6,833	\$ 1,359,578	\$ 14,966	\$ 1,374,544	100%

Total % DBE Committed:	7.0%
Total % DBE Participation:	7.0%

			Taylor Made Solutions		Headway		BEC Environmental		Kleinfelder/Poggemeyer	
			Hours	Labor Dollars	Hours	Labor Dollars	Hours	Labor Dollars	Hours	Labor Dollars
Task	SubTask	Description								
01		Project Management	-	\$ -	4	\$ 1,040.00	-	\$ -	-	\$ -
01	01	Project Administration	-	\$ -	-	\$ -	-	\$ -	-	\$ -
01	02	Project Meetings	-	\$ -	4	\$ 1,040.00	-	\$ -	-	\$ -
01	03	Project Controls	-	\$ -	-	\$ -	-	\$ -	-	\$ -
01	04	Quality Assurance and Quality Control	-	\$ -	-	\$ -	-	\$ -	-	\$ -
01	05	Risk Management Support	-	\$ -	-	\$ -	-	\$ -	-	\$ -
02		Public and Agency Involvement	298	\$ 44,700.00	24	\$ 5,120.00	-	\$ -	-	\$ -
02	01	Outreach and Involvement Plan	34	\$ 5,100.00	-	\$ -	-	\$ -	-	\$ -
02	02	Outreach Materials	40	\$ 6,000.00	-	\$ -	-	\$ -	-	\$ -
02	03	PDRC Meetings	18	\$ 2,700.00	4	\$ 1,040.00	-	\$ -	-	\$ -
02	04	SWG Meetings	-	\$ -	-	\$ -	-	\$ -	-	\$ -
02	05	Public Meetings	50	\$ 7,500.00	20	\$ 4,080.00	-	\$ -	-	\$ -
02	06	Presentation to Council/Boards/Committees	10	\$ 1,500.00	-	\$ -	-	\$ -	-	\$ -
02	07	One-on-One Meetings	-	\$ -	-	\$ -	-	\$ -	-	\$ -
02	08	Media Assistance to RTC	122	\$ 18,300.00	-	\$ -	-	\$ -	-	\$ -
02	09	Project Outreach Summary	24	\$ 3,600.00	-	\$ -	-	\$ -	-	\$ -
02	10	Prepare Concept Visualizations	-	\$ -	-	\$ -	-	\$ -	-	\$ -
03		Investigate Existing Conditions	-	\$ -	66	\$ 9,420.00	-	\$ -	32	\$ 5,621.48
03	01	Previous Studies and Reports	-	\$ -	8	\$ 1,800.00	-	\$ -	-	\$ -
03	02	Geotechnical Data and Permitting	-	\$ -	-	\$ -	-	\$ -	32	\$ 5,621.48
03	03	Topographic Survey	-	\$ -	-	\$ -	-	\$ -	-	\$ -
03	04	Traffic Data	-	\$ -	58	\$ 7,620.00	-	\$ -	-	\$ -
03	05	ROW Mapping & Engineering	-	\$ -	-	\$ -	-	\$ -	-	\$ -
03	06	Subsurface Utilities & Mapping	-	\$ -	-	\$ -	-	\$ -	-	\$ -
03	07	Existing Hydrology	-	\$ -	-	\$ -	-	\$ -	-	\$ -
03	08	Field Review	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04		Alternatives Analysis and Feasibility Study	-	\$ -	378	\$ 65,860.00	-	\$ -	120	\$ 21,564.28
04	01	Conceptual Alternatives Analysis	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	02	Design Criteria	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	03	South Intersection Multimodal Geometry	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	04	Multimodal Geometry to First Street	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	05	Structure Conceptual Development	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	06	Preliminary Geotechnical Assessment	-	\$ -	-	\$ -	-	\$ -	120	\$ 21,564.28
04	07	Traffic Operations and Impact Assessments	-	\$ -	378	\$ 65,860.00	-	\$ -	-	\$ -
04	08	Utility Impact Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	09	Right-of-Way Impact Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	10	Hydraulic Modeling & Coordination	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	11	Drainage Impact Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	12	Landscape & Aesthetics	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	13	Constructability & Phasing Assessment	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	14	Cost Estimating	-	\$ -	-	\$ -	-	\$ -	-	\$ -
04	15	Feasibility Report	-	\$ -	-	\$ -	-	\$ -	-	\$ -
05		Planning & Environmental Linkage (PEL)	-	\$ -	-	\$ -	91	\$ 12,083.39	-	\$ -
05	01	Agency Outreach	-	\$ -	-	\$ -	6	\$ 818.41	-	\$ -
05	02	Data Collection and Evaluation	-	\$ -	-	\$ -	18	\$ 2,244.01	-	\$ -
05	03	Documentation	-	\$ -	-	\$ -	67	\$ 9,020.97	-	\$ -
06		Funding Support	-	\$ -	-	\$ -	-	\$ -	-	\$ -
06	01	Funding Opportunity Summary	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Total Labor			298	\$ 44,700	472	\$ 81,440	91	\$ 12,083	152	\$ 27,186

Task	SubTask	Description	Paragon Partners		Aerotech	
			Hours	Labor Dollars	Hours	Labor Dollars
01		Project Management	-	\$ -	-	\$ -
01	01	Project Administration	-	\$ -	-	\$ -
01	02	Project Meetings	-	\$ -	-	\$ -
01	03	Project Controls	-	\$ -	-	\$ -
01	04	Quality Assurance and Quality Control	-	\$ -	-	\$ -
01	05	Risk Management Support	-	\$ -	-	\$ -
02		Public and Agency Involvement	-	\$ -	-	\$ -
02	01	Outreach and Involvement Plan	-	\$ -	-	\$ -
02	02	Outreach Materials	-	\$ -	-	\$ -
02	03	PDRC Meetings	-	\$ -	-	\$ -
02	04	SWG Meetings	-	\$ -	-	\$ -
02	05	Public Meetings	-	\$ -	-	\$ -
02	06	Presentation to Council/Boards/Committees	-	\$ -	-	\$ -
02	07	One-on-One Meetings	-	\$ -	-	\$ -
02	08	Media Assistance to RTC	-	\$ -	-	\$ -
02	09	Project Outreach Summary	-	\$ -	-	\$ -
02	10	Prepare Concept Visualizations	-	\$ -	-	\$ -
03		Investigate Existing Conditions	-	\$ -	255	\$ 30,825.00
03	01	Previous Studies and Reports	-	\$ -	-	\$ -
03	02	Geotechnical Data and Permitting	-	\$ -	-	\$ -
03	03	Topographic Survey	-	\$ -	255	\$ 30,825.00
03	04	Traffic Data	-	\$ -	-	\$ -
03	05	ROW Mapping & Engineering	-	\$ -	-	\$ -
03	06	Subsurface Utilities & Mapping	-	\$ -	-	\$ -
03	07	Existing Hydrology	-	\$ -	-	\$ -
03	08	Field Review	-	\$ -	-	\$ -
04		Alternatives Analysis and Feasibility Study	84	\$ 13,446.64	-	\$ -
04	01	Conceptual Alternatives Analysis	-	\$ -	-	\$ -
04	02	Design Criteria	-	\$ -	-	\$ -
04	03	South Intersection Multimodal Geometry	-	\$ -	-	\$ -
04	04	Multimodal Geometry to First Street	-	\$ -	-	\$ -
04	05	Structure Conceptual Development	-	\$ -	-	\$ -
04	06	Preliminary Geotechnical Assessment	-	\$ -	-	\$ -
04	07	Traffic Operations and Impact Assessments	-	\$ -	-	\$ -
04	08	Utility Impact Assessment	-	\$ -	-	\$ -
04	09	Right-of-Way Impact Assessment	84	\$ 13,446.64	-	\$ -
04	10	Hydraulic Modeling & Coordination	-	\$ -	-	\$ -
04	11	Drainage Impact Assessment	-	\$ -	-	\$ -
04	12	Landscape & Aesthetics	-	\$ -	-	\$ -
04	13	Constructability & Phasing Assessment	-	\$ -	-	\$ -
04	14	Cost Estimating	-	\$ -	-	\$ -
04	15	Feasibility Report	-	\$ -	-	\$ -
05		Planning & Environmental Linkage (PEL)	-	\$ -	-	\$ -
05	01	Agency Outreach	-	\$ -	-	\$ -
05	02	Data Collection and Evaluation	-	\$ -	-	\$ -
05	03	Documentation	-	\$ -	-	\$ -
06		Funding Support	-	\$ -	-	\$ -
06	01	Funding Opportunity Summary	-	\$ -	-	\$ -
Total Labor			84	\$ 13,447	255	\$ 30,825

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

				Parametrix													
				Project Manager	Planning/Enviro Lead	Community Engagement Lead	Planning Support	Community Engagement/Graphic Designer	Bridge & Structures	Visualization Lead	Visualization Support	Civil Design Lead	Roadway and Drainage	Feasibility, Safety & Traffic Analysis	Data Collection/Support		
				\$350.00	\$230.00	\$305.00	\$195.00	\$145.00	\$225.00	\$225.00	\$130.00	\$280.00	\$225.00	\$145.00	\$130.00		
Task	SubTask	Description	Role of Project Fully Burdened Rates	Labor Dollars	Labor Hours												
01		Project Management	\$ 169,430.00	648	266	100	40	0	0	22	0	0	48	4	0	52	
01	01	Project Administration	\$ 73,160.00	268	156	40										52	
01	02	Project Meetings	\$ 30,440.00	98	50	20	20						8				
01	03	Project Controls	\$ 28,920.00	152	28	24							4				
01	04	Quality Assurance and Quality Control	\$ 26,160.00	94	16	16	16		16				30				
01	05	Risk Management Support	\$ 10,750.00	36	16		4		6				6	4			
02		Public and Agency Involvement	\$ 167,160.00	761	97	96	124	106	70	0	78	108	0	0	16	66	
02	01	Outreach and Involvement Plan	\$ 8,040.00	34	2	12	8	8	4								
02	02	Outreach Materials	\$ 26,440.00	128		24	24	40	40								
02	03	PDRC Meetings	\$ 18,000.00	75	25	10	10									30	
02	05	Public Meetings	\$ 42,320.00	208	16	36	24	40	24	8	8				16	36	
02	06	Presentation to Council/Boards/Committees	\$ 11,620.00	38	16	2	16	2	2								
02	07	One-on-One Meetings	\$ 22,270.00	68	34		34										
02	08	Media Assistance to RTC	\$ 3,760.00	14	2	8	4										
02	09	Project Outreach Summary	\$ 5,960.00	26	2	4	4	16									
02	10	Prepare Concept Visualizations	\$ 28,750.00	170						70	100						
03		Investigate Existing Conditions	\$ 38,030.00	208	0	8	0	16	0	0	0	26	30	0	0		
03	01	Previous Studies and Reports	\$ 11,240.00	56		8		16				8	8				
03	03	Topographic Survey	\$ 2,060.00	10								2	4				
03	05	ROW Mapping & Engineering	\$ 11,210.00	72								2	2				
03	06	Subsurface Utilities & Mapping	\$ 7,460.00	46								2	4				
03	08	Field Review	\$ 6,060.00	24								12	12				
04		Alternatives Analysis and Feasibility Study	\$ 383,570.00	2,000	100	180	0	160	60	40	0	0	186	270	0	0	
04	01	Conceptual Alternatives Analysis	\$ 51,600.00	224	24	120		80									
04	03	South Intersection Multimodal Geometry	\$ 80,640.00	440	16							40	80				
04	04	Multimodal Geometry to First Street	\$ 61,780.00	316	16					24		36	60				
04	05	Structure Conceptual Development	\$ 10,600.00	36	20					16							
04	07	Traffic Operations and Impact Assessments	\$ 2,800.00	10								10					
04	08	Utility Impact Assessment	\$ 29,400.00	150								30	40				
04	09	Right-of-Way Impact Assessment	\$ 22,100.00	120								20	20				
04	11	Drainage Impact Assessment	\$ 36,400.00	280													
04	13	Constructability & Phasing Assessment	\$ 11,500.00	44	4							20	20				
04	14	Cost Estimating	\$ 26,600.00	140								20	40				
04	15	Feasibility Report	\$ 50,150.00	240	20	60		80	60			10	10				
05		Planning & Environmental Linkage (PEL)	\$ 24,920.00	112	0	100	0	0	0	0	0	0	0	0	0	0	
05	01	Agency Outreach	\$ 5,520.00	24		24											
05	02	Data Collection and Evaluation	\$ 7,440.00	36		24											
05	03	Documentation	\$ 11,960.00	52		52											
06		Funding Support	\$ 7,970.00	34	0	32	2	0	0	0	0	0	0	0	0	0	
06	01	Funding Opportunity Summary	\$ 7,970.00	34		32	2										
Labor Totals				\$791,080	3,763	463	516	166	282	130	62	78	108	260	304	16	118
Direct Expenses				\$3,438													

Parametrix Total \$ 794,518

Direct Expenses Detail:		Subtask
Mileage 2023 @ \$0.655/Mile	\$ 300.00	03.08
Air Travel - 2 trip(s) @ \$500/flight	\$ 1,000.00	03.08
Lodging at Per Diem - 1 night(s) for 2 day(s)/each @ \$120/night	\$ 240.00	03.08
Per Diem Meals - 4 day(s) @ \$69/day	\$ 276.00	03.08
Car Rental - 1 trip(s) @ \$200/trip	\$ 200.00	03.08
Printing	\$ 1,422.00	02.05
TOTAL	\$ 3,438.00	

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

				Parametrix					
				Project Administration	Active Transit	Roadway	Roadway	Drainage	Drainage
				\$130.00	\$160.00	\$150.00	\$150.00	\$130.00	\$130.00
Role of Project									
Fully Burdened Rates									
Task	SubTask	Description	Labor Dollars	Labor Hours					
01		Project Management	\$ 169,430.00	648	116	0	0	0	0
01	01	Project Administration	\$ 73,160.00	268	20				
01	02	Project Meetings	\$ 30,440.00	98					
01	03	Project Controls	\$ 28,920.00	152	96				
01	04	Quality Assurance and Quality Control	\$ 26,160.00	94					
01	05	Risk Management Support	\$ 10,750.00	36					
02		Public and Agency Involvement	\$ 167,160.00	761	0	0	0	0	0
02	01	Outreach and Involvement Plan	\$ 8,040.00	34					
02	02	Outreach Materials	\$ 26,440.00	128					
02	03	PDRC Meetings	\$ 18,000.00	75					
02	05	Public Meetings	\$ 42,320.00	208					
02	06	Presentation to Council/Boards/Committees	\$ 11,620.00	38					
02	07	One-on-One Meetings	\$ 22,270.00	68					
02	08	Media Assistance to RTC	\$ 3,760.00	14					
02	09	Project Outreach Summary	\$ 5,960.00	26					
02	10	Prepare Concept Visualizations	\$ 28,750.00	170					
03		Investigate Existing Conditions	\$ 38,030.00	208	0	0	40	80	8
03	01	Previous Studies and Reports	\$ 11,240.00	56			8		8
03	03	Topographic Survey	\$ 2,060.00	10			4		
03	05	ROW Mapping & Engineering	\$ 11,210.00	72			8	60	
03	06	Subsurface Utilities & Mapping	\$ 7,460.00	46			20	20	
03	08	Field Review	\$ 6,060.00	24					
04		Alternatives Analysis and Feasibility Study	\$ 383,570.00	2,000	0	44	340	340	160
04	01	Conceptual Alternatives Analysis	\$ 51,600.00	224					
04	03	South Intersection Multimodal Geometry	\$ 80,640.00	440		24	140	140	
04	04	Multimodal Geometry to First Street	\$ 61,780.00	316		20	80	80	
04	05	Structure Conceptual Development	\$ 10,600.00	36					
04	07	Traffic Operations and Impact Assessments	\$ 2,800.00	10					
04	08	Utility Impact Assessment	\$ 29,400.00	150			40	40	
04	09	Right-of-Way Impact Assessment	\$ 22,100.00	120			40	40	
04	11	Drainage Impact Assessment	\$ 36,400.00	280					160
04	13	Constructability & Phasing Assessment	\$ 11,500.00	44					
04	14	Cost Estimating	\$ 26,600.00	140			40	40	
04	15	Feasibility Report	\$ 50,150.00	240					
05		Planning & Environmental Linkage (PEL)	\$ 24,920.00	112	0	12	0	0	0
05	01	Agency Outreach	\$ 5,520.00	24					
05	02	Data Collection and Evaluation	\$ 7,440.00	36		12			
05	03	Documentation	\$ 11,960.00	52					
06		Funding Support	\$ 7,970.00	34	0	0	0	0	0
06	01	Funding Opportunity Summary	\$ 7,970.00	34					
Labor Totals			\$791,080	3,763	116	56	380	420	168
Direct Expenses			\$3,438						
Parametrix Total			\$ 794,518						

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

				NCE														
				NEPA Lead	Permitting Lead	Permitting Lead	Biology	Cultural Resources	Historic Architecture	Historic Architecture	Hydraulics	Utility Coordination	Biology & USACE/NDEP Support	Biology/Aquatic Support	NEPA Support	NEPA Support		
Role of Project				\$310.00	\$245.00	\$135.00	\$245.00	\$215.00	\$195.00	\$135.00	\$245.00	\$195.00	\$155.00	\$115.00	\$205.00	\$155.00		
Task	SubTask	Description	Fully Burdened Rates	Labor Dollars	Labor Hours													
01		Project Management	\$	1,110.00	4	2	2	0	0	0	0	0	0	0	0	0		
01	02	Project Meetings	\$	1,110.00	4	2	2											
02		Public and Agency Involvement	\$	4,900.00	20	0	20	0	0	0	0	0	0	0	0	0		
02	03	PDRC Meetings	\$	1,960.00	8		8											
02	05	Public Meetings	\$	1,960.00	8		8											
02	06	Presentation to Council/Boards/Committees	\$	980.00	4		4											
03		Investigate Existing Conditions	\$	55,375.00	304	0	54	8	5	6	30	8	6	30	103	18	5	12
03	02	Geotechnical Data and Permitting	\$	44,935.00	251		54	8	5	6	30	8			103	18	5	12
03	06	Subsurface Utilities & Mapping	\$	5,850.00	31								24					
03	07	Existing Hydrology	\$	3,420.00	16							6						
03	08	Field Review	\$	1,170.00	6							6						
04		Alternatives Analysis and Feasibility Study	\$	14,125.00	68	0	0	0	0	0	0	15	12	0	0	0	0	0
04	08	Utility Impact Assessment	\$	2,650.00	13							12						
04	10	Hydraulic Modeling & Coordination	\$	11,475.00	55						15							
05		Planning & Environmental Linkage (PEL)	\$	73,335.00	371	18	79	0	5	8	16	16	6	0	4	0	66	101
05	01	Agency Outreach	\$	2,215.00	11		4										3	4
05	02	Data Collection and Evaluation	\$	52,660.00	258	16	59		5	8	16	16	6		4		39	49
05	03	Documentation	\$	18,460.00	102	2	16										24	48
Labor Totals				\$148,845	767	20	155	8	10	14	46	24	27	42	107	18	71	113
Direct Expenses				\$775														

NCE Total \$ 149,620

Direct Expenses Detail:			Subtask
Mileage 2023 @ \$0.655/Mile	\$	25.00	03.02
Working in Waters Permit App. Fee	\$	250.00	03.02
NCE Truck Rental \$100 per day	\$	200.00	03.02
GPS Rental \$125 per day	\$	250.00	03.02
Printing	\$	50.00	02.05
TOTAL	\$	775.00	

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

					NCE					
					Administrator	Hydraulics Support	Utility Coordination Support	Utility Coordination CADD Support	NEPA Support	Historic Architecture Support
Role of Project					\$130.00	\$195.00	\$310.00	\$150.00	\$205.00	\$205.00
Fully Burdened Rates					\$130.00	\$195.00	\$310.00	\$150.00	\$205.00	\$205.00
Task	SubTask	Description	Labor Dollars	Labor Hours						
01		Project Management	\$ 1,110.00	4	0	0	0	0	0	0
01	02	Project Meetings	\$ 1,110.00	4						
02		Public and Agency Involvement	\$ 4,900.00	20	0	0	0	0	0	0
02	03	PDRC Meetings	\$ 1,960.00	8						
02	05	Public Meetings	\$ 1,960.00	8						
02	06	Presentation to Council/Boards/Committees	\$ 980.00	4						
03		Investigate Existing Conditions	\$ 55,375.00	304	4	10	1	4	0	0
03	02	Geotechnical Data and Permitting	\$ 44,935.00	251	2					
03	06	Subsurface Utilities & Mapping	\$ 5,850.00	31	2		1	4		
03	07	Existing Hydrology	\$ 3,420.00	16		10				
03	08	Field Review	\$ 1,170.00	6						
04		Alternatives Analysis and Feasibility Study	\$ 14,125.00	68	0	40	1	0	0	0
04	08	Utility Impact Assessment	\$ 2,650.00	13			1			
04	10	Hydraulic Modeling & Coordination	\$ 11,475.00	55		40				
05		Planning & Environmental Linkage (PEL)	\$ 73,335.00	371	20	4	0	4	20	4
05	01	Agency Outreach	\$ 2,215.00	11						
05	02	Data Collection and Evaluation	\$ 52,660.00	258	8	4		4	20	4
05	03	Documentation	\$ 18,460.00	102	12					
Labor Totals			\$148,845	767	24	54	2	8	20	4
Direct Expenses			\$775							
NCE Total			\$ 149,620							

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

TY Lin									
Bridge and Structures Lead	Bridge and Structures	Constructability	Bridge Engineer	QA/QC Engineer	Project Accountant	ABC / Alternative Construction Methods	CAD	Role of Project Fully Burdened Rates	
\$289.62	\$259.28	\$275.83	\$179.29	\$248.25	\$118.60	\$306.16	\$193.08		

Task	SubTask	Description	Labor Dollars	Labor Hours	Bridge and Structures Lead	Bridge and Structures	Constructability	Bridge Engineer	QA/QC Engineer	Project Accountant	ABC / Alternative Construction Methods	CAD
01		Project Management	\$ 1,097.80	4	2	2	0	0	0	0	0	0
01	02	Project Meetings	\$ 1,097.80	4	2	2	0	0	0	0	0	0
02		Public and Agency Involvement	\$ 4,054.68	14	14	0	0	0	0	0	0	0
02	03	PDRC Meetings	\$ 1,737.72	6	6							
02	05	Public Meetings	\$ 2,316.96	8	8							
03		Investigate Existing Conditions	\$ 4,391.20	16	8	8	0	0	0	0	0	0
03	08	Field Review	\$ 4,391.20	16	8	8						
04		Alternatives Analysis and Feasibility Study	\$ 200,428.60	917	66	143	104	360	32	20	32	160
04	05	Structure Conceptual Development	\$ 125,337.04	616	40	88	280	32	16			160
04	13	Constructability & Phasing Assessment	\$ 50,139.96	181	22	45	80			2	32	
04	14	Cost Estimating	\$ 24,951.60	120	4	10	24	80		2		

Labor Totals		\$209,972	951	90	153	104	360	32	20	32	160
Direct Expenses		\$1,778									

TY Lin Total \$ 211,750

Direct Expenses Detail:		Subtask
Air Travel - 2 trips @ \$500/flight	\$ 1,000.00	03.08
Per Diem Meals - 2 days @ \$69/day	\$ 138.00	03.08
Car Rental - 2 trips @ \$200/trip	\$ 400.00	03.08
Lodging at Per Diem - 1 night(s) for 2 day(s)/each @ \$120/night	\$ 240.00	03.08
TOTAL	\$ 1,778.00	

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

Taylor Made Solutions

			Role of Project		Public Information / Outreach
			Fully Burdened Rate		
Task	SubTask	Description	Labor Dollars	Labor Hours	
02		Public and Agency Involvement	\$ 44,700.00	298	298
02	01	Outreach and Involvement Plan	\$ 5,100.00	34	34
02	02	Outreach Materials	\$ 6,000.00	40	40
02	03	PDRC Meetings	\$ 2,700.00	18	18
02	05	Public Meetings	\$ 7,500.00	50	50
02	06	Presentation to Council/Boards/Committees	\$ 1,500.00	10	10
02	08	Media Assistance to RTC	\$ 18,300.00	122	122
02	09	Project Outreach Summary	\$ 3,600.00	24	24

Labor Totals	\$44,700	298	298
Direct Expenses	\$0		

Taylor Made Solutions Total \$ 44,700

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

				Headway				
				Traffic Lead/ Principal	Traffic Operations/ Associate	Engineer/ Planner	Technician	Admin Support
Role of Project				\$260.00	\$190.00	\$150.00	\$120.00	\$90.00
Fully Burdened Rate								
Task	SubTask	Description	Labor Dollars	Labor Hours				
01		Project Management	\$ 1,040.00	4	0	0	0	0
01	02	Project Meetings	\$ 1,040.00	4	4			
02		Public and Agency Involvement	\$ 5,120.00	24	12	8	0	4
02	03	PDRC Meetings	\$ 1,040.00	4	4			
02	05	Public Meetings	\$ 4,080.00	20	8	8		4
03		Investigate Existing Conditions	\$ 9,420.00	66	8	8	0	44
03	01	Previous Studies and Reports	\$ 1,800.00	8	4	4		
03	04	Traffic Data	\$ 7,620.00	58	4	4		44
04		Alternatives Analysis and Feasibility Study	\$ 65,860.00	378	32	180	120	40
04	07	Traffic Operations and Impact Assessments	\$ 65,860.00	378	32	180	120	40
Labor Totals			\$81,440	472	56	196	120	88
Direct Expenses			\$0					
Headway Total			\$ 81,440					

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

BEC						
Biological	Biological	QA/QC	QA/QC	Hazmat	Hazmat	
Fully Burdened Rate	\$196.69	\$118.80	\$146.52	\$224.41	\$146.52	\$118.80

Task	SubTask	Description	Labor Dollars	Labor Hours	Biological	Biological	QA/QC	QA/QC	Hazmat	Hazmat
05		Planning & Environmental Linkage (PEL)	\$ 12,083.39	91	8	34	2	3	10	34
05	01	Agency Outreach	\$ 818.41	6	1	2			1	2
05	02	Data Collection and Evaluation	\$ 2,244.01	18	1	8			1	8
05	03	Documentation	\$ 9,020.97	67	6	24	2	3	8	24

Labor Totals		\$12,083	91	8	34	2	3	10	34
Direct Expenses		\$1,000							

BEC Total \$ **13,083**

Direct Expenses Detail:		Subtask
EDR Regulatory Corridor Study	\$ 1,000.00	05.02
TOTAL	\$ 1,000.00	

EXHIBIT B - Fee Estimate

RTC of Washoe County
Keystone Bridge Project
Feasibility/NEPA/Design

Kleinfelder/Poggemeyer			
Role of Project	Geology and Geotechnical	Geology and Geotechnical	Geology and Geotechnical
Fully Burdened Rate	\$134.75	\$170.10	\$207.32
			\$318.85

Task	SubTask	Description	Labor Dollars	Labor Hours	Geology and Geotechnical	Geology and Geotechnical	Geology and Geotechnical	Geology and Geotechnical
03		Investigate Existing Conditions	\$ 5,621.48	32	16	8	4	4
03	02	Geotechnical Data and Permitting	\$ 5,621.48	32	16	8	4	4
04		Alternatives Analysis and Feasibility Study	\$ 21,564.28	120	60	20	24	16
04	06	Preliminary Geotechnical Assessment	\$ 21,564.28	120	60	20	24	16

Labor Totals		\$27,186	152	76	28	28	20
Direct Expenses		\$0					

Kleinfelder/Poggemeyer Total \$ 27,186

EXHIBIT B - Fee Estimate

RTC of Washoe County
 Keystone Bridge Project
 Feasibility/NEPA/Design

Paragon Partners			
Role of Project	Right of Way Impact Assessment	Right of Way Impact Assessment	ROW Estimating
Fully Burdened Rate	\$187.14	\$80.54	\$251.68
			\$109.71

Task	SubTask	Description	Labor Dollars	Labor Hours	Right of Way Impact Assessment	Right of Way Impact Assessment	ROW Estimating	ROW Estimating
04		Alternatives Analysis and Feasibility Study	\$ 13,446.64	84	24	16	20	24
04	09	Right-of-Way Impact Assessment	\$ 13,446.64	84	24	16	20	24

Labor Totals			\$13,447	84	24	16	20	24
Direct Expenses			\$0					

Paragon Partners Total \$ 13,447

EXHIBIT B - Fee Estimate

RTC of Washoe County
 Keystone Bridge Project
 Feasibility/NEPA/Design

Aerotech			
Surveyor	Party Chief	Instrument	CAD Tech Person
Role of Project			
Fully Burdened Rate	\$135.00	\$135.00	\$90.00
			\$135.00

Task	SubTask	Description	Labor Dollars	Labor Hours	Surveyor	Party Chief	Instrument	CAD Tech Person
03		Investigate Existing Conditions	\$ 30,825.00	255	40	80	80	55
03	03	Topographic Survey	\$ 30,825.00	255	40	80	80	55

Labor Totals	\$30,825	255	40	80	80	55
Direct Expenses	\$7,975					

Aerotech Total \$ 38,800

Direct Expenses Detail:		Subtask
Aerial Mapping	\$ 7,975.00	03.03
TOTAL	\$ 7,975.00	

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

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

2. NONDISCRIMINATION

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

5. INTEREST OF PUBLIC OFFICIALS

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

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

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

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

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

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

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

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

7. INELIGIBLE CONSULTANTS

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

8. NOTICE OF FEDERAL REQUIREMENTS

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

9. THIRD-PARTY RIGHTS

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

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until

the expiration of three (3) years after final payment under this Contract.

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered

transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit E

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

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

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

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.10

To: Regional Transportation Commission

From: Kimberly Diegle, Project Manager

SUBJECT: SR659 North McCarran Intersection Improvements Project NDOT Interlocal Cooperative Agreement

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation for construction of a new signal on N. McCarran Boulevard at Keystone Avenue/Leadership Way as a part of the SR659 North McCarran Intersection Improvements Project, in the amount of \$784,000.

BACKGROUND AND DISCUSSION

NDOT is in preliminary design of the SR659 North McCarran Intersection Improvements Project to provide safety and operational enhancements at Las Brisas Boulevard and at Keystone Avenue/Leadership Way. RTC supports the installation of a new signal at Keystone Avenue/Leadership Way and has partnered with NDOT to fund the construction and construction engineering for this signal. RTC will reimburse NDOT for the cost of construction of a new signal and associated appurtenances, in an amount not-to-exceed \$700,000, and engineering during construction at a value of 12% of the cost for construction, in an amount not-to-exceed \$84,000 upon completion of construction.

FISCAL IMPACT

Funding for this item is included in the FY 2024 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, Nevada 89502, hereinafter called the "RTC".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to proceed with the design and construction of the SR659 North McCarran Intersection Improvements Project, hereinafter called the "PROJECT;" which includes the construction of a new signal at the intersection of North McCarran Blvd. and Keystone Avenue/Leadership Way and associated appurtenances, hereinafter called the "SIGNAL." Said SIGNAL location is identified in Exhibit A, which is attached hereto by reference and incorporated herein; and

WHEREAS, the funding provided for the construction of the SIGNAL to be provided by the RTC shall be of benefit to the DEPARTMENT, the RTC, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

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

ARTICLE I - RTC AGREES

1. To reimburse the DEPARTMENT within thirty (30) calendar days after receipt of the DEPARTMENT's invoice for an amount not to exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00) for construction of the SIGNAL and an amount not to exceed twelve Percent (12%) (Eighty-Four Thousand and No/100 Dollars [\$84,000.00]) of the cost of construction of the SIGNAL for construction engineering of the SIGNAL upon the completion of construction for a total amount not to exceed Seven Hundred Eighty-Four Thousand and No/100 Dollars (\$784,000.00).

2. To review and provide written comments at sixty percent (60%) and ninety percent (90%) design levels to DEPARTMENT within twenty-one (21) days after receipt, and to review and provide written comments at PS&E design level within seven (7) days after receipt.

3. To pay the DEPARTMENT within forty-five (45) calendar days after receipt of the DEPARTMENT's invoice.

4. To assist the DEPARTMENT in obtaining the necessary permits, coordinating with other agencies, and conducting public outreach, upon the DEPARTMENT's request.

5. During the performance of this Agreement, RTC, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: RTC shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: RTC, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. RTC shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the RTC for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by RTC of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.

d. Information and Reports: RTC 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 the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of RTC is in the exclusive possession of another who fails or refuses to furnish this information, RTC shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of RTC's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to RTC under this Agreement until RTC complies, and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors shall include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FHWA.

g. Incorporation of Provisions: RTC shall include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. RTC shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event RTC becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, RTC may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and RTC may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To establish a project identification number by which to track all PROJECT costs.
2. To design and construct the SR659 North McCarran Intersection Improvements Project.
3. To be responsible for all PROJECT costs not associated with the SIGNAL.
4. To invoice RTC an amount not to exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00) for construction costs of the SIGNAL and an amount not to exceed twelve Percent (12%) (Eighty-Four Thousand and No/100 Dollars [\$84,000.00]) of the cost of construction of the SIGNAL for construction engineering of the SIGNAL upon Notice of Substantial Construction Completion of the PROJECT for a total amount not to exceed Seven Hundred Eighty-Four Thousand and No/100 Dollars (\$784,000.00).
5. To provide electronic copies of the sixty percent (60%) and ninety percent (90%) design level plans and specifications for review and comment and to invite the RTC to the specification review meeting to address said comments.
6. To allow the RTC to observe, review, and inspect SIGNAL construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.
7. To observe, review, and inspect all work associated with the PROJECT during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2026.
2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
3. The improvements to be designed pursuant to this Agreement are generally described as a new signal at the intersection of North McCarran Blvd and Keystone

Avenue/Leadership Way and associated appurtenances. Changes to the scope of the improvements that may occur may require amendment to this Agreement. The RTC's maximum funding responsibility is outlined herein unless the RTC requests additional improvements at which time the RTC will be responsible for all costs associated with any change order(s) they initiate. The RTC will request a cost estimate for the change order(s) to be performed by the DEPARTMENT's service provider or contractor and included in the PROJECT. In the event the RTC approves, in writing, the cost estimate for the additional improvements, an amendment to this Agreement shall be executed by both parties prior to authorization of the change order and any additional contributions by the RTC in excess of the amount specified herein. In the event the RTC's governing body does not approve allocation of sufficient funds, the change order shall not be issued and such work shall not be completed.

4. In the event that RTC performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and RTC shall forfeit any and all right to payment for such work.

5. RTC, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from RTC's provision of services and work performed following termination of this Agreement and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

6. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. RTC shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

7. Paragraphs 1 through 7 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally

in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn.: Brian Deal, P.E.
Nevada Department of Transportation
Division: Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7654
Email: bdeal@dot.nv.gov

FOR RTC: Bill Thomas, A.I.C.P., Executive Director
Attn: Kimberly Diegle, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, Nevada 89520
Phone: 775-335-1844
Email: kdiegle@rtcwashoe.com

10. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

14. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which shall set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

15. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

16. 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.

17. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

18. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

19. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

20. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

21. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

22. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

23. 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.

24. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

25. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

26. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

27. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Bill Thomas, Executive Director

Director

Approved as to Legality and Form:

Deputy Attorney General

EXHIBIT A
SIGNAL LOCATION

N. McCarran Blvd./Keystone Ave.





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.11

To: Regional Transportation Commission

From: Kimberly Diegle, Project Manager

SUBJECT: Military Road Capacity and Safety Project PSA

RECOMMENDED ACTION

Approve a contract with Lumos and Associates, Inc., for preliminary traffic and engineering services related to the Military Road Capacity and Safety Project, in an amount not-to-exceed \$628,205.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos and Associates, Inc., is for preliminary traffic and engineering services related to the Military Road Capacity and Safety Project, in the amount of \$628,205. The project will include traffic analysis and preliminary design of Military Road between Lemmon Drive and Echo Avenue in anticipation of widening from two (2) to four (4) lanes. The scope of services includes traffic and corridor study, alternatives analysis, and preliminary design. Anticipated improvements include roadway widening, multi-modal paths, medians, intersection controls, utility relocation, street lighting, and drainage improvements. The complete scope of services is included in Attachment A.

Lumos and Associates, Inc., was selected from the Streets & Highways Program Qualified List to perform engineering services.

FISCAL IMPACT

Funding for this project is included in the FY 2024 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos and Associates, Inc. (“CONSULTANT”).

WITNESSETH:

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. 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 8)	\$578,205
Project Design Contingency (Optional) (Task 9)	\$50,000
Total Not-to-Exceed Amount	\$628,205

3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates

and rates for testing in Exhibit B. Any work authorized under Section 2.5, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement.

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Kimberly Diegle 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 Camille Buehler or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Kimberly Diegle, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: kdiegle@rtcwashoe.com
(775) 335-1844

CONSULTANT: Camille Buehler, P.E., P.L.S.
Senior Project Manager
Lumos and Associates, Inc.
950 Sandhill Road, Suite 100
Reno, NV 89521
Email: cbuehler@lumosinc.com
(775) 827-6111

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

LUMOS AND ASSOCIATES, INC.

By: _____
Tim Russell, PE, Engineering Director

DRAFT

Exhibit A

Scope of Services

DRAFT

EXHIBIT A

SCOPE OF SERVICES FOR THE MILITARY ROAD CAPACITY PROJECT

The Regional Transportation Commission (RTC) has requested preliminary traffic and engineering services to determine the feasibility and alternatives to widen Military Road between Lemmon Drive and Echo Avenue.

The scope of this project will include traffic analysis of the roadway between Lemmon Drive and Echo Avenue, topographic survey and right-of-way determination, geotechnical investigation, an alternatives analysis of the project area, and 30% design of the chosen alternative.

TASK 1 - PROJECT MANAGEMENT

CONSULTANT's Project Manager will serve as RTC's single point of contact on the contract and will have primary responsibility for coordinating the efforts of the project team and subconsultants. Management of the overall project will include scheduling of CONSULTANT staff resources, RTC design review meetings, coordinating with agencies, quality assurance reviews, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project design duration will be 12 months. The project manager will schedule and facilitate a project kickoff meeting. Meetings to review the traffic studies, alternatives analysis, and preliminary design are anticipated. Detailed monthly invoices will be prepared to document all work performed and status reports will be provided to the RTC upon request. This task also includes bi-weekly design update meetings with RTC staff, if desired.

TASK 2 – TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY DETERMINATION

A project basemap will be created using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy. Field shots will be obtained at critical locations such as edge of roadways, utilities, drainage and storm drain features to be combined with the aerial provided digital terrain model to supplement the basemap. Utility as-built information will be provided to include pipe invert elevations, type, size and direction for sewer and storm drain manholes. Surface evidence of underground electric, communication, water and gas will be located and combined with any information provided from the utility purveyors and shown on the base map.

A digital terrain model, topographic basemap, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the basemap. The vertical datum for the project will be reference to NAVD88 with reference to City of Reno Benchmarks.

Lumos and Associates will conduct a records search of the adjacent properties to calculate the record right-of-way information. Record right-of-way lines will be included in the basemap. This task will include all necessary fieldwork as to search, locate and tie any survey monuments referenced in the recorded documents. Right of Way limits will be determined from deed and record mapping information together with field evidence gathered during the survey.

TASK 3 - GEOTECHNICAL INVESTIGATION

For the current Geotechnical scope of work, CONSULTANT proposes a field investigation that will consist of test pit explorations at approximately thirteen (13) locations and core hole explorations at approximately twelve (12) to thirteen (13) locations along the proposed project. Exploration depth will range from one (1) to five (5) feet below ground surface, or practical refusal, whichever comes first. We understand Lumos and Associates, Inc. will complete the USA Dig clearance, and will provide the excavation/backfill/hot mix (PG 64-22) patching services, and the traffic control. Encroachment permit application for the geotechnical investigation will be completed and submitted by Lumos as required.

Lumos and Associates, Inc. herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analysis and calculations and develop a Geotechnical Investigation Report that will discuss the geologic setting, exploration and site condition, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Evaluation will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Test Pits and Core Holes
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if encountered

Laboratory analysis may include:

- Atterberg Limits
- Moisture Density Curve
- Grain Size Analysis (including fines content)
- R-Value
- Soluble Sulfates Content
- Cement Treatment Soil Mix Design
- Expansion Index

Report, Recommendations, and Conclusions

- Exploration Logs
- Soil Types and Classification
- Site Geology
- Laboratory Test Results
- Geotechnical Discussion
- Grading Recommendations
- Existing Pavement Section Analysis and Visual Inspection
- Existing Roadway Reconstruction/Rehabilitation Recommendations (including considerations of most cost effective utilization of existing pavement for widening efforts)
- Construction Procedures
- Groundwater Level, if encountered

CONSULTANT will review the preliminary Geotechnical report with the RTC and City of Reno once the

draft report is completed to discuss potential alternative roadway sections.

TASK 4 – TRAFFIC STUDY

Task 4.1 Data Collection & Existing Conditions

CONSULTANT will collect current condition traffic data to serve as a baseline for existing traffic volumes and for review of travel demand model outputs compared to actual existing traffic. New AM and PM peak period (7 to 9 AM and 4 to 6 PM) turning movement counts will be conducted at the five following locations (to be confirmed with RTC staff): 1) Military Road / Echo Avenue; 2) Military Road / Lear Boulevard; 3) Military Road / Finnsech Drive; 4) Military Road / Tulear Street; 5) Military Road / Tholl Drive. Seventy-two (72) hour duration bi-directional road segment counts using pneumatic tube counters will be conducted at the following locations: 1) Military Road between Echo Avenue and Lear Boulevard; 2) Military Road between Lear Boulevard and Lemmon Drive. CONSULTANT will review and document existing lane configurations and controls at the study intersections, perform observations during the typical weekday AM and PM peak hours, and obtain 5-year NDOT crash history data and create a basic summary identifying any crash hot spots in the corridor.

We will then use the collected turning movement counts to develop AM and PM peak hour existing conditions traffic volumes for the study intersections, review existing condition daily traffic volumes (ADTs) on key roadway segments, and conduct traffic operations analysis and level of service calculations for the existing AM and PM peak hours for up to five study intersections using Synchro/SimTraffic software.

Task 4.2 Traffic Forecasting & Operations Analysis

This task will be utilized to perform detailed traffic analysis, informing the selection of traffic controls and identifying necessary long-term lane configurations in the Military Road corridor. CONSULTANT will review Washoe County RTC's current travel demand model for the corridor, and review and confirm model loading levels and appropriate TAZ centroid connector locations with RTC staff. Recommendations will be made for travel demand modelling adjustments if needed (travel demand modelling is excluded from this task).

Future Daily traffic volumes for the corridor will be forecast (20-year horizon or later based on available travel demand model scenarios). Traffic growth rates will be determined on the study segments based on the model, and consultant will incorporate any agreed manual adjustments. Resulting growth rates will be applied to the existing turning movement counts to develop 20+ year horizon turning movement volumes. A traffic operations analysis will be conducted and perform intersection level of service calculations for the future AM and PM peak hours for up to five study intersections using Synchro/SimTraffic software. Preliminary intersection control evaluations will be performed for up to five study intersections and present the necessary intersection controls and lane configurations to achieve policy level of service. High-T or R-Cut intersection configurations will be considered at Tee intersections within the above list of five study locations (no additional intersections). The operations analysis will consider bicycle and pedestrian movements and include any multimodal recommendations/new features.

Task 4.3 Corridor Study Executive Summary Report

This task will document the study process, traffic forecasting, analysis findings, recommendations, reasoning for selection of various intersection controls, and presentation of the preferred corridor configuration. The "executive summary" style report will include:

- Introduction, Purpose, & Goals
- Data Collection & Existing Conditions
- Traffic Forecasting & Operations Analysis

- Basic comparison of traffic signal versus roundabout, High-T or /R-Cut for the five study intersections
- Summary of intersection control type selection and recommendations
- Summary of bicycle, pedestrian, and transit facilities and resulting multimodal recommendations
- Summary of recommended facilities including addressing shared use path locations and connectivity to path(s), pedestrian access, crossing locations, and needs for advance warning devices (RRFBs or other treatments)
- Include recommendations for safety improvements if notable trends or significant issues are identified based on the crash history
- Evaluate access management (RTC regional road standards) at a planning level and make recommendations. This scope of work excludes data collection, reassigning traffic volumes to other intersections, iterations to the traffic operations analysis associated with access control changes, property owner outreach, and preparing a detailed analysis or concepts for significant access control changes. These services can be provided for an additional fee. The purpose of this task is to identify any significant access safety issues and present simple/easily implemented access management improvements at a few key locations. Evaluation of every access point and driveway is not included.
- Evaluate and recommend speed limit(s) associated with the widening design
- Right-of-Way acquisition needs summary (planning level only)

CONSULTANT will provide a draft executive summary style report, incorporate one round of RTC and City review comments, and provide a final executive summary style report (20 pages or less, not including appendices).

TASK 5 – ALTERNATIVES ANALYSIS

CONSULTANT will develop alternatives illustrating how conventional signalized or stop-controlled intersections, or roundabouts, will fit at the traffic study intersections. Alternatives will also be shown of various lane configurations and right of way configurations to achieve the additional capacity for future growth estimated in the traffic studies, as well as for a multi-use pathway or incorporation of bicycle lanes within the right-of-way. Standard cross-section alternatives (up to four) will be developed to be applied for various roadway segments throughout the corridor. Preliminary intersection layouts will be developed for up to five intersections to illustrate the intersection footprints with signalized, roundabout, or tee (High-T or R-Cut) intersections. An alternatives analysis summary report will be prepared and submitted to the RTC. Included in the report will be a description of the alternatives analyzed, opportunities and constraints of each alternative, deviations needed, if any from the desired standard roadway cross sections, utility relocation considerations, drainage considerations, right-of-way and easement considerations, and preliminary construction cost estimates for each alternative. It will also consider advantages of potential project phasing, as well as concurrent private development design considerations. The analysis report will include roll plot exhibits of each alternative showing roadway, drainage concepts, striping, major utility conflicts, preliminary finished grade contours, and existing right-of-way. An internal QA/QC review will be performed on each alternative design. The alternatives analysis will be reviewed by the RTC and the City of Reno to establish the preferred alternative. The CONSULTANT will assist in the presentation of alternatives to both agencies to develop a final preferred alternative.

TASK 6 – PRELIMINARY DESIGN

Based upon the selected alternative, CONSULTANT will prepare preliminary Roadway and Intersection Plans at a 30% level and a preliminary cost estimate suitable for RTC and Local Government review. The intent of this task is to determine the project improvement limits. Preliminary vertical design and grading details to determining the feasibility of the

selected alternative will be provided with the preliminary design submittal. The 30% plans will provide sufficient detail on all design elements to allow for a thorough review by RTC staff, clear understanding of the project by the stakeholders and development of a realistic engineer's estimate of probable cost for the construction of the project. The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 30% submittal:

Typical Section Sheets

- As-constructed and proposed improvement typical sections for each alignment
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Pavement section depths

Survey Control / Right of Way Sheets

- Existing Right of Way limits
- Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement

Roadway – Plan and Profile Sheets

- Plan view over profile view stacked window layout
- Horizontal alignment curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk/shared use path
- Clear identification of ADA access and modifications along all sidewalks and pedestrian areas and at the interface with all existing facilities
- Preliminary locations for retaining walls
- Preliminary cut and fill slope limits
- Existing Utilities
- Identification of utility relocations, conflicts and new proposed infrastructure, if required
- Existing and proposed Right of Way
- Vertical grade and curve data

Drainage Plan Sheets

- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Proposed ground contours at 1' intervals

Striping Sheets

Exclusions from the 30% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruct plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Profiles and Details will not be prepared
- Retaining Wall Plans will not be prepared
- Signal and Traffic Signal Interconnect plans will not be prepared
- Detailed analysis for lighting and/or electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)

- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included
- No landscape and aesthetic design for remediation of impacts to adjacent private parcels is included

An independent quality review will be performed on the 30% design. Consultant will distribute 30% design documents to RTC, City of Reno, and Utility Companies electronically, including review comment instructions and comment resolution template. Consultant will provide electronic CADD files of the 30% design including proposed and existing linework to the RTC.

TASK 7 – DRAINAGE STUDY

Based on the preferred alternative, CONSULTANT will prepare a drainage analysis to determine the impacts associated with the changes to the locations of the curb and gutter associated with the capacity improvements and possible multi-use path construction as well as any modifications that may be necessary to existing channel or drainage culverts. Drainage will be reviewed and recommendations made to improve any drainage deficiencies. A drainage report meeting City of Reno standards will be provided as a deliverable.

TASK 8 – PUBLIC OUTREACH/COORDINATION

CONSULTANT will support RTC in any initial outreach necessary to understand the impacts of the proposed project to existing and proposed developments and stakeholders. CONSULTANT will coordinate with utility providers regarding impact to and relocation of existing facilities.

TASK 9 – PROJECT DESIGN CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases to the scope of this contract in the performance of services under Tasks 1-8. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

ASSUMPTIONS/EXCLUSIONS

- The scope does not include soil and/or groundwater contamination evaluation at the site.
- City of Reno encroachment permit will be required to conduct the geotechnical field investigation and/or tests and site survey, and that access to the property will be granted to our Field Engineer for geotechnical investigations.
- Right-of-Way legal descriptions and exhibits will not be prepared with this scope of work.

PROJECT TEAM

The project team assigned to this project include the following:

- Principal in Charge – Steven G. Moon, P.E.
- Group Manager – Michelle Gamble, P.E.
- Project Manager/Engineer – Camille Buehler, P.E., P.L.S.
- Geotechnical Engineer – Mitch Burns, P.E., CEM
- Survey Project Manager – Greg Phillips, P.L.S.
- Quality Assurance/Quality Control – Alex Greenblat, P.E. and Brian Harer

Exhibit B

Compensation

DRAFT



Standard Fee Schedule
January 1, 2023

Engineering	Per Hour
Director	\$265
Group Manager	250
Senior Project Manager – Special Projects	245
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Hydrogeologist	175/185/195
Staff / Project / Senior Engineer	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Project / Senior Project Designer	145/155
Engineering Technician I / II / III	95/125/135
Construction	Per Hour
Director	\$265
Materials Engineering Manager	220
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Geotechnical Engineer	170/180/210
Construction Services Supervisor / Engineer	150/175
Assistant / Project / Senior Project Coordinator	135/160/170
Geotechnician	150
Inspector / Senior Inspector (includes nuclear gauge)	130/140
Construction Technician I / II / III	110/120/130
Materials Technician I / II / III (includes nuclear gauge)	100/110/120
Surveying	Per Hour
Director	\$265
Group Manager	250
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Surveyor	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Photogrammetrist / Photogrammetry Manager	145/165
Surveying Technician I / II / III	80/125/135
Party Chief	170
Administrative & Other Services	Per Hour
Administrator	\$90
Clerical	80
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.75

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2023 until further notice.

PROJECT BUDGET BREAKDOWN

TASK DESCRIPTION		MANAGEMENT										DESIGN				CONSTRUCTION			GEOTECH			SURVEY				HEADWAY	SUB	3/29/2023
		\$205	\$250	\$220	\$220	\$180	\$180	\$170	\$170	\$115	\$220	\$220	\$120	\$150	\$110	\$210	\$165	\$170	\$250	\$125								
FEE (2023)		STEVE	MICHELLE	LADILLE	ALEX	JANA	JAN M	KE	CECE	MARATHA	BRIAN H																	
		DIRECTOR	MANAGER	PROJ MAN	SENIOR PROJ MAN	ASSIST PROJ MANAGER	PROJECT ENGINEER	STAFF ENGINEER	STAFF ENGINEER	ENGR	SENIOR PROJ MAN	MATERIAL ENGR	LAB TECHNICIAN	GEO TECHNICIAN	FIELD TECHNICIAN	SURVEY PROJ MANAGER	PHOTO MANAGER	1 MAN CREW	2 MAN CREW	SURVEY TECH II	LUMP SUM	LUMP SUM	TOTAL					
BASE SCOPE OF SERVICES																												
Task 1 - Project Management																												
Project Management		14		110			80	10															\$9,500.00	\$44,010				
Project Meetings/Coordination			10	52			161	30																\$1,950				
Quality Assurance/Quality Control				10		10																		\$4,700				
Sub Total Hrs.		14	20	162		10	96	40																\$9,500.00	\$42,660			
Sub Total \$		\$3,710	\$5,000	\$35,640		\$2,200	\$17,280	\$6,800																\$9,500.00	\$80,130			
Task 2 - Topographic Survey and Right-Of-Way Determination																												
Research and office prep				4																				\$8,000				
Field Work																		8						\$20,000				
Aerial																		150	8	104				\$2,000.00				
Mapping				8				8											72		32			\$24,040				
Sub Total Hrs.				12				8										40	228	8	104	76		\$47,740				
Sub Total \$				\$2,640				\$1,360										\$8,400	\$37,785	\$1,360	\$28,000	\$9,500		\$2,000.00	\$89,040			
Task 3 - Geotechnical Investigation																												
Geotechnical Investigation																								\$22,440	\$24,640			
Geotechnical Report																		8		70				\$12,200				
Lab Work																		210						\$25,200				
Sub Total Hrs.																		8	210	70		20			\$308			
Sub Total \$																		\$1,760	\$25,200	\$10,500	\$2,200				\$22,440	\$62,100		
Task 4 - Traffic Study																												
4.1 - Data Collection & Existing Conditions																								\$19,000				
4.2 - Traffic Forecasting & Operations Analysis																									\$3,520			
4.3 - Corridor Study Executive Summary Report																									\$5,200			
Sub Total Hrs.																									\$27,720			
Sub Total \$																									\$75,000	\$83,740		
Task 5 - Alternatives Analysis																												
Alternatives Analysis			8	50		8	40	150	40	110															\$88,500			
Quality Assurance/Quality Control																									\$3,520			
Sub Total Hrs.			8	50		8	40	150	40	110															\$92,020			
Sub Total \$			\$2,000	\$11,000		\$1,440	\$7,200	\$25,500	\$6,800	\$12,650															\$35,000	\$105,110		
Task 6 - Preliminary Design - 30% Submittal																												
Horizontal Design and Linework				20			10	200		60															\$47,100			
Plan Sheets				4				20	45	240															\$36,800			
Right of Way Exhibit				20				80		40															\$7,500			
Cost Estimate				4		8		8	20																\$7,600			
Quality Assurance/Quality Control						10				10															\$4,400			
Sub Total Hrs.			4	52		10	18	320	40	340															\$116			
Sub Total \$			\$1,000	\$11,440		\$2,200	\$3,240	\$54,400	\$6,800	\$39,100																\$125,420		
Task 7 - Drainage Study																												
Drainage Study			4	8			50		20	20															\$24,660			
Sub Total Hrs.			4	8			50		20	20															\$142			
Sub Total \$			\$1,000	\$1,760			\$16,200		\$3,400	\$2,300															\$24,660			
Task 8 - Public Outreach/Coordination																												
Public Outreach and Coordination				20			20																		\$8,000			
Sub Total Hrs.				20			20																		\$40			
Sub Total \$				\$4,400			\$3,600																		\$8,000			
Task 9 - Project Design Contingency (Optional)																												
Contingency - Optional Lump sum																									\$50,000			
Sub Total Hrs.																									\$50,000			
Sub Total \$																									\$50,000			
Subtotal Hrs.		14	36	336		20	124	148	528	100	470	26	8	210	70	20	64	228	8	104	76				2991			
SUBTOTAL BASE SCOPE DESIGN SERVICES		\$3,710	\$9,000	\$73,920		\$4,400	\$22,320	\$20,640	\$89,760	\$17,000	\$54,950	\$5,720	\$1,760	\$25,200	\$10,500	\$2,200	\$13,440	\$37,785	\$1,360	\$28,000	\$9,500				\$119,500.00	\$24,440	\$428,280	

Exhibit C

Indemnification and Insurance Requirements

DRAFT

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.3.12

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: 2023 Bridge Maintenance Vine, Second, and Keystone Bridge Resurfacing

RECOMMENDED ACTION

Approve a contract with HDR Engineering, Inc., for the 2023 Bridge Maintenance Project to resurface the Vine, Second, and Keystone Bridge Decks, in an amount not-to-exceed \$228,103.04.

BACKGROUND AND DISCUSSION

The Vine Street Bridge and the Second Street Bridge Deck surfaces have a low pavement condition rating and this project is to provide joint repair, waterproofing, and resurfacing to restore the pavement surface. The Keystone bridge deck deteriorated over the winter and was included in this project to restore the riding surface only. The Keystone bridge is slated for replacement in 2027.

FISCAL IMPACT

Appropriations are included in the FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

4/21/2023 There has been no previous Board action taken.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

[WHEREAS, RTC has selected HDR, Inc. from the Engineering Design and Construction Management shortlist to perform design and Engineering During Construction Services (EDC) in connection with 2023 Bridge Maintenance.]

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will 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 consists of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

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

2.3. 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)	\$232,103
Contingency	\$40,000
<hr/> Total Not-to-Exceed Amount	<hr/> \$272,103

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

If it is later determined by RTC that CONSULTANT had an excusable reason for not performing, such as a fire, flood, or events which are not the fault of or are beyond the

control of CONSULTANT, RTC, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Scott Gibson 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 Ruedy Edgington or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Scott Gibson
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: sgibson@rtcwashoe.com
(775) 335-1874

CONSULTANT: Ruedy Edgington
Project Manager
HDR Engineering, Inc.
9805 Double R Blvd., Suite 101
Reno, NV 89521
Email: Ruedy.edgington@hdrinc.com
(775) 200-5184

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

HDR ENGINEERING, INC.

By: _____
Craig Smart P.E., Associate Vice President

Exhibit A

Scope of Services

Scope of Services WRTC Bridge Re-habilitations

1.0 General

1.1 Project Location and Purpose

The Washoe County Regional Transportation Commission (RTC) has identified a need to replace the riding surface on Three bridges in Washoe County. 2nd Street over the Truckee River (B-1326E) and Vine Street over I-80 (H-1199), and Keystone Avenue over the Truckee River (B-1530) have been flagged under the RTC Pavement Preservation Program. The plantmix surfaces on all bridges are severely worn and, in some areas, delaminating from the surface of the bridge deck. The three bridges were last inspected in 2022 by the Department of Transportation as part of their Federally mandated Bridge Inspection Program. These inspection reports will be reviewed to ascertain what other surface improvements may be needed to the bridges in question. A field review and condition survey will be done on the three bridges before the beginning of rehabilitation designs.

1.2 General Description of Services

The work included in the Scope of Services consists of providing preliminary and final design, engineering, and plan preparation for three bridges. The scope includes:

- Project Management
- Roadway Striping
- Surface coring of existing bridge overlays
- Traffic Control Limitations in Special Provisions
- Joint Rehabilitation (not Keystone unless it is necessary to support the over lay)
- Bridge Deck Rehab/Waterproofing (not Keystone)
- Replacing wearing surface to meet existing bridge grades

1.3 Design Criteria

HDR Engineering, Inc. (HDR) shall provide the design for this project in MicroStation/InRoads V8i SS2 CAD platform. HDR shall utilize the following for design and drafting standards:

- AASHTO Roadside Design Guide
- AASHTO A Policy on Geometric Design of Highways and Streets
- NDOT Structures Manual
- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Structures Manual
- Standard Specifications for Public Works Construction

1.4 Project Management

HDR shall coordinate with the RTC Project Manager and the NDOT Bridge Division. They shall also manage the HDR Team to complete the project within schedule.

HDR will provide a licensed professional engineer in the State of Nevada as a Project Manager (Ruedy Edgington, CE 7016) to deliver the services described. The HDR Project Manager will manage the Project Team as well as manage/coordinate project development activities with the RTC. No Public Outreach is expected under this agreement.

1.5 Schedule for Submittals/Project

HDR NTP	May 1, 2023
Field Reviews	May 8, 2023
Coring of Deck Plantmix	May 17, 2023
60% Design Submittal	June 6, 2023
90% Design/Eng. Estimate Submittal	June 16, 2023
100% Design Submittal	June 30, 2023
Begin Post Construction Activities	July 14, 2023
Construction Contract Bid	August 15, 2023
Open Bids	September 12, 2023
Contractor NTP/25 working days estimated	October 9, 2023
End Contract	November 10, 2023
Contract Close Out	December 1, 2023

Deliverables include:
Monthly progress reporting included with invoice.

2.0 Bridge Rehab 2nd Street (B-1326E)

2.1 Investigation/Condition Survey

HDR shall perform an on-site review of the 2nd Street bridge. During the review HDR shall assess what work should take place on this Structure. A report shall be developed based on the findings during the field review along with the latest NDOT bridge inspection recommendations. The RTC and HDR can establish what work shall be included in the HDR Design. No report will be done if the work is limited to joints, overlay, and bridge

deck waterproofing. If work beyond joints, overlay, and waterproofing is needed, an amendment will be made to perform the extra work.
The latest inspection was performed 4/28/22.

Deliverables include:

Condition Survey Report – No report will be done if the work is limited joints, overlay, and bridge waterproofing.

2.2 60% Plan Submittal

HDR shall perform preliminary design for B-1326. The Design will be performed utilizing the criteria in Section 1.3. The 60% Design will include all concepts approved by the RTC from the Survey Report prepared in Section 3.1. HDR will progress the design for 2nd Street B-1326 up to 60% and will submit to the RTC for review.

Deliverables include:

60% plans for 2nd Street B-1326

2.3 90% Plan Submittal

HDR shall incorporate changes from the 60% review and shall progress the design to 90%. HDR shall have a Senior Construction Manager perform a constructability review to the 90% plans before submittal. The 90% submittal shall include Preliminary Bid Items, Prelim Special Provisions, and Preliminary Engineers estimate. RTC shall supply HDR with recent local project pricing information, to be used by HDR to establish the Engineers Estimate.

Deliverables include:

90% plans for 2nd Street B-1326

Preliminary Bid Item List

Special Provision Items

Preliminary Engineers Estimate

2.4 100% Plan Submittal

HDR shall incorporate changes from the 90% review and shall progress the design to 100% (Final). The 100% submittal shall include Special Provisions and an Engineers Estimate.

Deliverables include:

100% plans for 2nd Street B-1326

Special Provision Items

Engineers Estimate

3.0 Bridge Rehab Vine Street H-1199

3.1 Investigation/Condition Survey

HDR shall perform an on-site review of the Vine Street H-1199. During the review HDR shall access what other work should take place on this Structure. A report shall be developed based on the findings during the field review along with the latest NDOT bridge inspection recommendations. The RTC and HDR can establish what work shall be included in the HDR Design. No report will be done if the work is limited to joints, overlay, and bridge deck waterproofing. If work beyond joints, overlay, and waterproofing is needed, an amendment will be made to perform the extra work.

The latest inspection was performed 5/18/22.

Deliverables include:

Condition Survey Report - No report will be done if the work is limited joints, overlay, and bridge waterproofing.

3.2 60% Plan Submittal

HDR shall perform preliminary design for H-1199. The Design will be performed utilizing the criteria in Section 1.3. The 60% Design will include all concepts approved by the RTC from the Survey Report prepared in Section 4.1.

HDR will progress the design for H-1199 up to 60% and will submit to the RTC for review.

Deliverables include:

60% plans for Vine Street H-1199.

3.3 90% Plan Submittal

HDR shall incorporate changes from the 60% review and shall progress the design to 90%. HDR shall have a Senior Construction Manager perform a constructability review to the 90% plans before submittal. The 90% submittal shall include Preliminary Bid Items, Prelim Special Provisions, and Preliminary Engineers estimate. RTC shall supply HDR with recent local project pricing information, to be used by HDR to establish the Engineers Estimate.

Deliverables include:

90% plans for Vine Street H-1199.

Preliminary Bid Item List

Special Provisions Items

Preliminary Engineers Estimate

3.4 100% Plan Submittal

HDR shall incorporate changes from the 90% review and shall progress the design to 100% (Final). The 100% submittal shall include Special Provisions and an Engineers estimate. HDR will assemble the Bidding Package for all three structures.

Deliverables include:

100% plans for Vine Street H-1199
Special Provision Items
Engineers Estimate
Bidding Package

4.0 Bridge Rehab Keystone B-1530

4.1 Investigation/Condition Survey

HDR shall perform an on-site review of the Keystone Ave. Bridge Structure B-1530. This Bridge is only planned for a plantmix surface removal and replace. No ancillary work is planned at this time. During a field review HDR shall access what other work should take place to support the planned overlay. If additional work is deemed necessary, it will be discussed with the RTC before design begins. A report shall not be developed for this bridge, unless unforeseen work is necessary. If extra work is required, an amendment to the agreement will be made. The latest inspection was performed 5/21/22.

Deliverables include:

Condition Survey Report – No report will be done if the work is limited to just the overlay.

4.2 60% Plan Submittal

HDR shall perform preliminary design for B-1530. The Design will be performed utilizing the criteria in Section 1.3. The 60% Design will include all concepts approved by the RTC from the Survey Report prepared in Section 4.1.

HDR will progress the design for B-1530 up to 60% and will submit to the RTC for review.

Deliverables include:

60% plans for Keystone Bridge B-1530.

4.3 90% Plan Submittal

HDR shall incorporate changes from the 60% review and shall progress the design to 90%. HDR shall have a Senior Construction Manager perform a constructability review to the 90% plans before submittal. The 90% submittal shall include Preliminary Bid Items, Prelim Special Provisions, and Preliminary Engineers estimate. RTC shall supply HDR with recent local project pricing information, to be used by HDR to establish the Engineers Estimate.

Deliverables include:

90% plans for Keystone Bridge B-1530.

Preliminary Bid Item List
Special Provisions Items
Preliminary Engineers Estimate

4.4 100% Plan Submittal

HDR shall incorporate changes from the 90% review and shall progress the design to 100% (Final). The 100% submittal shall include Special Provisions and an Engineers estimate. HDR will assemble the Bidding Package for all three structures.

Deliverables include:
100% plans for the Keystone Bridge B-1530
Special Provision Items
Engineers Estimate
Bidding Package

5.0 Miscellaneous/Deck Coring/Post Design Services

5.1 Deck Coring

HDR shall core each deck wearing surface in 4 places during design to verify surface depth for the plans and removal quantities. The plans shall include a bid item for Bridge Deck Repair (SQFT) for the contractor to repair spalls or delaminations as discovered in the field. No bridge repair is planned for the Keystone Bridge

Deliverables include:
Core data (to be included in plans for Contractor use).

5.2 Post Design Services

HDR shall assist the RTC in the preparation of supplemental notices required to clarify the work included in the contract documents. Supplemental notices may be required based on questions developed in the pre-bid conference, and/or conditions discovered by bidders during the bid period.

HDR shall be responsible for preparation of the plans, shall attend the Pre-bid conference, if one is scheduled, and shall present an appropriately sized display showing the project layout and possible construction phasing. HDR shall respond to the potential bidder's questions related to the plans, details, and special provisions.

HDR shall attend the pre-construction conference. HDR shall respond to the contractor's questions related to the plans, details, and special provisions.

HDR shall support the project in post design activities, including, change orders and shop drawing reviews. HDR designers shall provide field reviews for trouble shooting.

Deliverables include:

Reviewed Shop Drawings
Review RFIs and Contractor Questions, provide responses
Recommendations after Field Reviews

5.3 NDOT Permits

These bridges are not in NDOT jurisdiction, and no permits from NDOT will be sought.

6.0 Construction Management

6.1 Field Inspection & Construction Management

HDR agrees to perform professional and construction management engineering services for the overlay and improvements to the three bridges and approaches on this project and shall confirm it is built in conformance with the plans, specifications, and all other contract documents.

HDR shall provide one (1) Resident Engineer, one (1) Office Person (part time), one (1) Inspector level IV (full to part-time), one (1) Tester (as needed), one (1) nuclear gauge (as needed), a fully equipped and functional central main lab, trucks, and cell phones. HDR shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current standards for Work Zone Apparel.

HDR shall provide a principal engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than eight (8) hours per month unless prior approval for additional hours is obtained from the RTC.

The Principal Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

HDR shall provide personnel who possess the experience, knowledge, and character to adequately perform the requirements of these services, so as not to delay the progress of construction. HDR shall ensure all personnel provided to work on the project become familiar with the contract documents, including the plans, specifications, special provisions, and any change orders thereto. HDR shall perform the procedures for office management, documentation, field inspection and field testing in accordance with the specifications and industry standard practice.

HDR shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties, inspection and testing and inspection. Personnel provided shall be approved by the RTC prior to performance of work on this project.

HDR shall provide its own trucks and cell phones for all personnel who need to perform work outside of the office. Vehicles shall be equipped with high intensity flashing yellow strobe lights.

All testing personnel shall be certified under the NAQTC program.

When nuclear gauges are required, HDR's sub shall have current licenses as required by the appropriate regulatory agencies. Personnel who operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining

to the nuclear density gauges under their control. HDR shall be responsible to provide their own storage facility and transportation for nuclear density gauges.

6.2 Field Testing by Sub CME

All testing on the project shall be performed by sub-consultant CME. It shall be performed in accordance with Section 6.1.

7.0 RTC Contingency

7.1 Contingency

A contingency in the amount of \$40,000 has been set up for this agreement.

Exhibit B

Compensation

Client: **Workbox RTC**
 Project Name: **Bridge Over I-95 - Vias, 2nd Street, Kaysone**
 493/2823

Task No.	Task Description	Project Manager/BE	Project Principal	Bridge Lead/BOC	Bridge Designer	Jr. Bridge Designer	Office Engineer	Inspector	CADD	Admin	Project Accountant	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expense (\$)	Subr (\$)	Total Cost (\$)
Task 1: Project Management																
1.1	Project Management and Coordination	10	4									16	\$2,046	\$2,000		\$25,846
1.2	Agency Coordination	2										4	\$2,241			\$2,241
Subtotal Task 1		12	4	0	0	0	0	0	0	0	0	20	\$24,287	\$2,000	\$0	\$26,287
Task 2: 2nd Street Bridge B-1226E																
2.1	Investigation/Condition Survey	4										0	\$1,415	\$1,000		\$2,415
2.2	Concept Review/Report			4					4			16	\$2,434			\$2,434
2.3	40% Plan Submittal				4		40		40			34	\$10,725			\$10,725
2.4	60% Plan Submittal, Specials, Engr. Estimate			4			10		20			34	\$4,973			\$4,973
2.5	80% (Final) Submittal, Specials, Engr. Estimate	4		4			10		10			20	\$4,515			\$4,515
Subtotal Task 2		8	0	12	4	72	0	0	74	0	0	178	\$24,243	\$1,000	\$0	\$25,243
Task 3: Vias St. B-1199																
3.1	Investigation/Condition Survey	4					4					0	\$1,415	\$1,000		\$2,415
3.2	Concept Review/Report			4					4			16	\$2,434			\$2,434
3.3	40% Plan Submittal				4		40		40			34	\$10,725			\$10,725
3.4	60% Plan Submittal, Specials, Engr. Estimate			4			10		20			34	\$4,973			\$4,973
3.5	80% (Final) Submittal, Specials, Engr. Estimate, Bidding Package	4		4			10		10			20	\$4,515			\$4,515
Subtotal Task 3		8	0	12	4	72	0	0	74	0	0	178	\$24,243	\$1,000	\$0	\$25,243
Task 4: Kaysone Bridge B-1530																
4.1	Investigation/Condition Survey	4					4					0	\$1,415	\$1,000		\$2,415
4.2	Concept Review/Report			4					4			12	\$2,151			\$2,151
4.3	40% Plan Submittal				4		20		20			16	\$7,241			\$7,241
4.4	60% Plan Submittal, Specials, Engr. Estimate			4			10		20			34	\$4,973			\$4,973
4.5	80% (Final) Submittal, Specials, Engr. Estimate, Bidding Package	4		4			10		10			20	\$4,515			\$4,515
Subtotal Task 4		8	0	12	4	40	0	0	44	0	0	132	\$24,295	\$1,000	\$0	\$25,295
Task 5: Subr and Part Design Services																
5.1	Design Investigation/Design - Penhall	4					4					12	\$1,040		\$10,000	\$11,040
5.2	Part Design Services	8		4								20	\$1,975	\$2,500	\$0	\$4,475
5.3	NDOT Furnish											0	\$0			\$0
Subtotal Task 5		12	0	4	0	12	0	0	4	0	0	32	\$2,915	\$2,500	\$10,000	\$12,415
Task 6: Construction Management*																
6.1	Field Inspection/ICPI	16	2				12	120	240			414	\$93,322	\$3,000		\$96,322
6.2	Turning Sub, CHE											0	\$0		\$14,000	\$14,000
Subtotal Task 6		16	2	0	0	12	120	240	0	0	0	414	\$93,322	\$3,000	\$14,000	\$110,322
Task 7: Contingency																
7.1	Contingency													\$40,000		\$40,000
Subtotal Task 7														\$40,000		\$40,000
Grand Total		220	6	40	12	224	120	240	218	24	24	1132	\$194,483	\$58,500	\$27,000	\$272,163

*Assume 30 Working Days

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, City of Reno and NDOT including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Proterra - Reapprove Purchase of four (4) forty (40) foot ZX5 Max Battery Electric Bus Vehicles

RECOMMENDED ACTION

Re-approve a contract with Proterra, Inc. for the purchase of four (4) forty (40) foot ZX5 Max Battery electric bus vehicles utilizing the State of Georgia’s Contract No. 99999-001-SPD0000138-0007, in an amount not-to-exceed \$4,577,019.

BACKGROUND AND DISCUSSION

On February 24, 2023, the Board approved the purchase of four (4) forty (40) foot ZX5 Max Battery electric bus vehicles utilizing the State of Georgia’s Contract No. 99999-001-SPD0000138-0007, for an estimated amount not to exceed \$3,970,176. Upon routing the contract, Proterra staff realized that the 2021 Georgia State pricing schedule was inadvertently used in place of the 2023 pricing schedule.

The purchase of these four (4) forty (40) foot ZX5 Max Battery electric buses is being made to replace the first generation BE35 Proterra electric buses purchased in 2014. RTC received authorization from the Federal Transit Administration (FTA) to replace these buses prior to the end of their twelve (12) year useful life (2026), due to frequent and ongoing maintenance issues. With the FTA’s authorization, RTC is required to use the remaining FTA federal share toward the purchase of these four (4) replacement (federally eligible) electric buses.

This is a revised version of the contract that the Board approved in February 2023, to correct the pricing from \$3,970,176 to the not-to-exceed amount of \$4,577,019, an increase of \$606,843.

Proterra has included an “Early Adopter Incentive Offer” with this procurement, wherein RTC will receive a credit of One Hundred Thousand Dollars (\$100,000.00) per vehicle for a total of Four Hundred Thousand Dollars (\$400,000.00) towards the purchase of the new vehicles in exchange for a list of specific salvage parts from the early disposition of the BE35 vehicles. The batteries of the older BE35 vehicles will be donated to the University of Nevada, Reno.

FISCAL IMPACT

FTA has authorized a like kind exchange to apply remaining FTA interest from the previously purchased Proterra buses being salvaged. Funding for increased costs related to the new bus purchase is included in the FY 2023. Cost savings is available in other FY 2023 capital budget items due to project timing.

PREVIOUS BOARD ACTION

2/24/2023 Approved the purchase of four (4) forty (40) foot ZX5 Max Battery electric bus vehicles utilizing the State of Georgia's Contract No. 99999-001-SPD0000138-0007, for an estimated amount not to exceed \$3,970,176.

ELECTRIC VEHICLE PURCHASE AGREEMENT

Between

**Regional Transportation Commission
of Washoe County**

and

Proterra, Operating Company Inc.

_____, 2023

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APPENDICES

- Appendix A – Technical Specifications for Vehicles
- Appendix B – Testing Procedures and Protocols, Including Acceptance Testing
- Appendix C – Change Order Form
- Appendix D – Warranty Provisions
- Appendix E – Options Tracker
- Appendix F – Applicable Federal Requirements & Certifications
- Appendix G – Invoice Form
- Appendix H – Parts for Salvage

This Electric Vehicle Purchase Agreement (Agreement) is made and entered into on _____, 2023 by and between the Regional Transportation Commission of Washoe County, Nevada (RTC) and Proterra Operating Company, Inc. (Contractor), a corporation authorized to do business in the State of Nevada that is manufacturing and supplying the electric vehicles purchased under this Agreement. This Agreement implements the purchase of vehicles off of the State of Georgia schedule, with an issue and effective date of July 1, 2018, as amended and extended, between Contractor and the State of Georgia ("State of Georgia Contract") as is expressly permitted by Section 3019 of the Fixing America's Surface Transportation Act.

ARTICLE 1 -- INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Agreement, the term –

(1) **"Acceptance"** means written documentation executed by the RTC evidencing the RTC's determination that a particular Vehicle, provided by the Contractor under this Agreement has been completed and delivered in full conformance with all requirements and provisions in the Technical Specifications and the other Contract Documents, and has been determined to be in acceptable operating condition under the Acceptance testing procedures described in Appendix B.

(2) **"Agreement"** means this written agreement executed by the RTC and the Contractor which sets forth the rights and obligations of the Parties.

(3) **"Change Notice"** means a document issued by the RTC to the Contractor specifying a proposed change to the Work or to the Contract Documents, and directing the Contractor to provide, at Contractor's expense, price and/or other information relating to that change within the time specified in the notice. Unless otherwise expressly stated on its face, a Change Notice is a proposal which may result in a Change Order.

(4) **"Change Order"** means an order executed by the RTC and issued to the Contractor modifying the Work, the Technical Specifications, the Final Bus Design or the other Contract Documents. The Change Order establishes the basis for any adjustments in Contract Price or Critical Path Schedule resulting from the change, and becomes a part of the Contract Documents upon execution by both Parties.

(5) **"Contract Amendment"** means a document signed by duly authorized representatives of each Party that changes or modifies this Agreement.

(6) **"Contract Documents"** means the documents identified in Section 103 which collectively constitute the obligations of the Contractor.

(7) **"Contract Price"** means the total compensation to be paid to the Contractor by the RTC, as set forth in Section 301 of this Agreement.

(8) **"Contractor"** means Proterra Operating Company, Inc. and includes any subsidiary, affiliate, or parent company thereof to which Proterra Operating Company, Inc. assigns, transfers, or delegates in writing the obligation to perform all or any portion of the Work; provided that Proterra Operating Company, Inc. shall remain responsible (notwithstanding any such assignment, transfer, or delegation) for the full performance of this Agreement and compliance with the Contract Documents.

(9) **"Critical Path Schedule"** means the schedule developed by the Contractor and agreed upon by the RTC for the performance of the Work.

(10) **"Days"** means calendar days; provided that where the term "business days" is used, it means Monday-Friday, excluding Federal holidays.

(11) **"Executive Director"** means the Executive Director of the RTC or the person designated in writing to carry out the Executive Director's rights or obligations under this Agreement.

(12) **"Final Bus Design"** means the final configurations and specifications that have been approved by the Customer during the pre-production meeting in Appendix E the Options Tracker.

(13) **"First Article Vehicle"** means the first Vehicle to complete testing, production, and delivery to the RTC.

(14) **"Fleet Defect"** means a failure or defect in the same component, part, or system in the four (4) Vehicles supplied under this Agreement.

(15) **"Force Majeure"** means acts of God; flood; war; terrorism; epidemic; natural disaster; supply chain disruptions; lockout or commandeering of raw materials, plants, or facilities by the Government; or other similar unanticipated and unforeseeable event beyond the control of the Contractor which was not due to any act or omission of the Contractor and which could not have been avoided by due diligence and use of reasonable efforts by the Contractor. The term "Force Majeure" does not include changes in law or strikes or work stoppages involving the Contractor's employees or personnel or the employees.

(16) **“Governing Body”** means the Board of Commissioners of the RTC.

(17) **“Inspector”** means the RTC’s authorized representative with responsibility for reviewing and monitoring the Contractor's production and manufacturing processes, observing testing performed by the Contractor, conducting inspections and testing, and confirming the Contractor's compliance with the requirements of the Technical Specifications and other Contract Documents.

(18) **“Key Personnel”** means the Contractor’s Project Manager, Manager of Design/Engineering, Manager of Quality Control, and Manager of Production, or equivalent positions.

(19) **“Materials”** includes equipment, material, components, subcomponents, assemblies, subassemblies, products, supplies, tools, cables, software and articles incorporated in the Work or otherwise used or furnished by the Contractor in performing this Agreement.

(20) **“Notice of Termination”** means written notice from the RTC to the Contractor terminating the Agreement completely or partially, either for convenience of the RTC or for default due to the Contractor's failure to perform its contractual obligations.

(21) **“Notice to Proceed”** or **“NTP”** means written notice from the RTC to the Contractor that authorizes the Contractor to proceed with the Work.

(22) **“Party”** or **“Parties”** means the RTC and the Contractor.

(23) **“Product Data”** means drawings, plans, procedures, performance charts, instructions, brochures, warnings, and other information furnished by the Contractor to the RTC to illustrate or explain the assembly, production, installation, maintenance, or operation of the Vehicles, or other elements of the Work.

(24) **“Project”** means the RTC project funded by the Federal Transit Administration (FTA) to acquire electric vehicles.

(25) **“Project Site”** means the facilities and other property of the RTC where Work will be furnished, delivered, or performed under this Agreement.

(26) **“Project Manager”** means the Contractor's executive representative who is designated to direct the activities of the Contractor under this Agreement and to receive and carry out instructions from the RTC.

(27) **“Ready-to-Use”** means complete and fully operational with all materials, systems, and components incorporated.

(28) **“RTC”** or **“Regional Transportation Commission”** or **“Commission”** means

the Regional Transportation Commission of Washoe County, Nevada. The rights and obligations of the RTC under this Agreement shall be carried out by the Executive Director or his designee.

(29) **"Samples"** means physical examples, which illustrate Materials, fixtures, and workmanship and which establish standards by which the Work may be judged to assess conformity with this Agreement and the other Contract Documents.

(30) **"Service Contractor"** means the entity responsible for the operation and maintenance of the RTC's fixed route or paratransit system in Washoe County, Nevada, pursuant to a contract with the RTC.

(31) **"State"** means the State of Nevada, U.S.A.

(32) **"Subcontractor"** means any individual, partnership, firm, corporation, or joint venture that contracts with the Contractor to furnish or supply services, labor, subsystems, components, or materials under this Agreement.

(33) **"Technical Specifications"** means the specifications for the Vehicles set forth in Appendix A, of this Agreement that set forth the detail of the Work, including design, performance, material, testing, methods of manufacture, and other requirements of this Agreement.

(34) **"Vehicles"** means the four (4) forty (40) foot ZX5 Max Battery electric bus vehicles to be manufactured and supplied by the Contractor under this Agreement, as more specifically described in the Vehicle Technical Specifications in Appendix A.

(35) **"Work"** means the Vehicles, and other Materials to be supplied by the Contractor under this Agreement, and includes all the design, manufacturing, production, warranties, and technical and other professional services and responsibilities to be carried out by the Contractor in the performance of this Agreement, including all elements of the Scope of Work set forth in Section 201 hereof.

SEC. 102 AGREEMENT TO PURCHASE

The RTC agrees to purchase from the Contractor, and the Contractor agrees to sell and supply to the RTC, in accordance with the terms of this Agreement, four (4) Vehicles, and related Materials, services and support as specified in this Agreement, for the total Contract Price of Four Million Five Hundred Seventy Seven Thousand and Nineteen U.S. dollars (\$4,577,019 not including tax). The individual pay items to be acquired under this Agreement are set forth in Appendix E of this Agreement.

SEC. 103 CONTRACT DOCUMENTS

(a) Order of Precedence -- Each of the Contract Documents is an essential part of the Contract, and is binding upon the Contractor in the performance of the Work. The Contract Documents consist of the following, set forth hereafter in their order of precedence:

- (1) This Agreement, including any Change Orders and Amendments hereto.
- (2) The Georgia State Schedule
- (3) Federal Requirements and Contract Clauses.
- (4) The Technical Specifications for the Vehicles.
- (5) All other Appendices to this Agreement.

(b) Conflicts between Contract Documents --

(1) Conflicts between Contract Documents (General) -- In case of conflicts between Contract Documents, the Contract Document order of precedence dictates which Contract Document governs, and thus, which corresponding provisions take precedence (between two Contract Documents).

SEC. 104 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents, warrants, and covenants as follows:

(a) Maintenance of Licenses and Permits -- The Contractor and its Subcontractors shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform the Work, in accordance with the requirements of the Contract Documents.

(b) Laws, Regulations, and Governmental Approvals -- The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals, prior to entering into this Contract. The Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in Contract Price on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(c) Legal Proceedings -- There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.

(d) Status and Authority -- (1) The Contractor is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (2) if a joint venture or partnership, each member of the Contractor is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (3) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such person or under the terms of any indenture, loan, credit agreement, or related instrument to which such person is a party or by which it is otherwise bound.

SEC. 105 USE OF ENGLISH LANGUAGE AND UNITED STATES DOLLARS

(a) Use of English -- All Contract Documents, conferences, negotiations, correspondence, Technical Specifications, technical manuals, Drawings, Product Data, and financial information, shall be prepared, conducted, or provided solely in the English language and using U.S. customary system of weights and measures. Metric units may be used as supplementary information but not to the exclusion of U.S. system units.

(b) Use of Dollars -- All Contract Documents, computations required by this Agreement, applications for payment, invoices, and statements of costs and prices (including supporting information for the cost and price analysis) shall be conducted or presented solely in United States dollars. Any and all payments shall also be made solely in United States dollars.

ARTICLE II -- GENERAL CONDITIONS

SEC. 201 SCOPE OF WORK

(a) General Scope -- The Contractor shall design, test, produce, manufacture, deliver, and provide warranties for four (4) Vehicles, and related Materials, as required under this Agreement. The Vehicles, and other Materials provided under this Agreement shall conform in all respects to the Technical Specifications and Final Bus Design set forth in Appendix A of this Agreement.

- (b) Specific Elements of Scope -- The Contractor shall:
- (1) Design the Vehicles.
 - (2) Provide Product Data for the Vehicles.

(3) Manufacture, test, and deliver the Vehicles.
(4) Provide other Materials as specified in the Contract Documents.
(5) Participate in Pre-Production and First Article Vehicle Inspection meetings.
(6) Provide operator manuals, maintenance manuals, parts manuals, training materials, and other technical support manuals and materials required by this Agreement, and the Technical Specifications.

(7) Provide training in accordance with Section 222 hereof.

(8) Provide parts availability as required by this Agreement.

(9) In order to properly monitor the battery packs and other vehicle systems for warranty and service purposes, Contractor obtains various data points from major subsystems of the Bus, including the battery pack. Upon request, Contractor shall provide data that may be required by the FTA to satisfy the requirements of any grants or other sources of funding used to purchase the Buses by RTC at an interval of no more frequently than once per month and for a total duration of no more than twelve (12) months.

(c) Inclusion in Price – The Contractor agrees that all elements of the Scope of Work are included in, and will be performed and delivered for, the Contract Price set forth in Section 102 of this Agreement.

SEC. 202 NOTICE TO PROCEED

(a) Submittals -- After the date this Agreement is executed by the RTC and the Contractor, the Contractor shall submit the following to the RTC within ten (10) Days: (1) the certificates of insurance, as specified in Section 221(a); (2) the designation of the Contractor's Project Manager and other Key Personnel; (3) the Contractor's organizational chart; (4) executed Federal certifications; and (5) an executed copy of the Agreement.

(b) Notice to Proceed -- Within three (3) Days after receipt from the Contractor of the documentation required under subsection (a), the RTC will issue a Notice to Proceed (NTP) to the Contractor. The Contractor is not authorized to perform Work under this Agreement prior to receiving the NTP.

(c) Schedule -- Time is of the essence in this Agreement. The Contractor shall diligently prosecute the Work to completion in accordance with the Critical Path Schedule as set forth in Section 205. The RTC will cooperate in assuring adherence to the Critical Path Schedule.

SEC. 203 GENERAL OBLIGATIONS OF THE CONTRACTOR

(a) Standard of Performance -- The Contractor shall perform the Work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry. The Contractor shall perform all Work in its own name and as an independent contractor and not in the name of, or as an agent for, the RTC.

(b) Labor and Materials --

(1) Duty to Furnish -- The Contractor shall furnish all labor and Materials, plant, tools, test equipment, and transportation required for the performance and completion of the Work in the manner and within the time specified in this Agreement.

(2) Fitting and Functioning -- The Contractor shall assume responsibility for the proper working and fitting together of all parts and components, and for the proper functioning and system integration of all aspects of the Vehicles, in order to assure successful operation in accordance with this Agreement, the Technical Specifications, and the other Contract Documents.

(d) Quality Assurance Program -- The Contractor shall prepare a quality assurance program, in accordance with Section 208, which outlines how all of the quality assurance requirements and functions will be defined, implemented, executed, managed, controlled, recorded and reported.

(e) Fees and Permits -- The Contractor shall perform, at no additional expense to the RTC, all of its obligations under this Agreement, and shall pay all fees, permits, and royalties for all intellectual property and all patented appliances, products, or processes incorporated in the Work.

SEC. 204 PROJECT MANAGEMENT

(a) Project Manager and Key Personnel -- The Contractor shall designate in writing the name, qualifications, and experience of its proposed Project Manager and other Key Personnel, as part of the documentation required under Section 202(a). The Project Manager shall have full authority to represent and act for the Contractor.

(b) Reassignment -- The Contractor shall provide the RTC with advance written notice if it desires to change the Project Manager or other Key Personnel. Any replacement Project

Manager or other Key Personnel must have qualifications and experience comparable to the individual being replaced.

(c) Contractor Organization -- The Contractor shall provide the RTC with an organizational chart showing lines of authority in the Contractor's organization and individuals responsible for the performance of the Work.

(d) RTC Project Director -- The RTC shall designate in writing, in the NTP provided under Section 202(b), a Project Director who shall be responsible for overseeing the Contractor's performance of this Agreement.

SEC. 205 CONTRACT TIME AND CRITICAL PATH SCHEDULE

(a) Contract Time -- The total contract time provided for the completion of the Work (except warranty work and on-site support) and delivery of the Vehicles will be evaluated and discussed once this Agreement is executed and a build slot has been secured.

(b) Critical Path Schedule -- Contractor will use all reasonable business efforts to ensure a start of production that will support a timely production schedule, which cannot be determined until this Agreement is executed and a build slot has been secured. Contractor shall provide scheduling updates and proactive notice to any scheduling delays to RTC to the best of its ability.

(c) Quarterly Status Reports -- The Contractor shall submit quarterly status reports to the RTC detailing its progress in completing the Work and adhering to the Critical Path Schedule, and summarizing the significant issues addressed and decisions made at the most recent meeting.

SEC. 206 MATERIALS AND WORKMANSHIP

(a) Workmanship -- The Contractor shall perform all Work under this Agreement in a skillful and workmanlike manner. Workmanship shall be of the best quality and shall conform in all respects to the best practice in the industry. All employees, agents, and other workers used by the Contractor shall have sufficient skill and training to perform the work assigned to them.

(b) Materials --

(1) Quality -- The Contractor shall assure that all Materials incorporated into the Vehicles, and other elements of the Work covered by this Agreement are of the grade and quality specified in the Technical Specifications.

(2) Duty to Furnish -- The Contractor shall furnish all materials and components required to complete the Work, other than any identified in the Contract Documents as being furnished by the RTC. Notwithstanding any prior inspection and approval by the RTC, the Contractor shall assure that only Materials conforming to the requirements of this Agreement are incorporated in the Work. Any necessary modifications to Materials shall be made at the Contractor's manufacturing facility or at the manufacturing facilities of its Subcontractors. All Materials and components shall be manufactured, handled, and incorporated so as to ensure completed Work in accordance with this Agreement and the other Contract Documents.

(c) New Materials Required -- The Contractor shall assure that all Vehicles, and all Materials incorporated into the Vehicles, and other elements of the Work, are new. A new Vehicle, as required by this subsection, must be made up completely of unused genuine original parts, and which has not been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

(d) Handling of Materials -- The Contractor shall transport, handle, and store all Materials in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. All Materials shall be stored in a manner to facilitate inspection by the Contractor and the RTC.

(e) Reliability of Products -- The Vehicles shall be designed and constructed by the Contractor to assure a high degree of reliability, to minimize down-time during maintenance, and to reduce break downs and failures that result in service delays and interruptions. In addition, the Contractor shall comply with all reliability standards and representations set forth in its warranties.

SEC. 207 PRE-PRODUCTION AND FIRST ARTICLE VEHICLE INSPECTION MEETINGS

(a) Basic Requirement -- The Parties agree that one (1) Pre-production and one (1) First Article Vehicle Inspection meeting will be held at the RTC facility and at the Contractor's facility in Greenville, South Carolina respectively, to review the Technical Specifications, and related Contract Documents and the overall progress of the Work, as more specifically described in this Section. Each Party shall assure that appropriate staff and representatives are available for the meetings.

(b) Purposes and Subject Matter -- The purposes of the meetings shall be as follows:

(1) To review the overall progress of and schedule of the Work, particularly in relation to the Critical Path Schedule.

(2) After final bus configuration and specification options are determined, Contractor's Engineering Team will design the Vehicle and provide such design to RTC to review. Upon RTC approval, this design shall be deemed the "Final Bus Design," which shall be incorporated by reference into this Agreement. Contractor shall build each Vehicle according to the Final Bus Design, and RTC shall accept each Vehicle built to Final Bus Design. To review any Change Notices and review and finalize Change Orders. The Final Bus Design shall supersede both the Option Tracker and Technical Specifications, to the extent there are differences between such documents.

(3) To review the tests and inspections planned by the Contractor to assure compliance and compatibility with the Technical Specifications and Final Bus Design, and to conduct an inspection of the First Article Vehicle.

(4) To address Federal Motor Vehicle Safety Standards (FMVSS), Buy America requirements, Americans with Disabilities Act requirements, and other regulatory compliance issues.

(6) To review and address any issues regarding the Product Data.

(7) To discuss and resolve any other issues relating to the progress of the work and the successful implementation of the Project.

(c) Minutes and Follow-up -- The Contractor shall prepare minutes at the conclusion of each meeting, reflecting an accurate record of the discussions held and agreements reached at that meeting, and identifying the actions to be taken and the key agenda items for any subsequent meetings.

(d) Contractor Responsibility -- Review of the Contractor's Product Data by the RTC under this Section (including agreement to specific drawings) shall not relieve the Contractor of any responsibility, including but not limited to, responsibility for accuracy of dimensions and details. The Contractor shall remain responsible for agreement and conformity of its Product Data with the Contract Documents, and for conformity of the completed Vehicles, and all components thereof, with the Technical Specifications, Final Bus Design and other Contract Documents.

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SEC. 208 QUALITY ASSURANCE REQUIREMENTS

(a) Required Certifications -- The Contractor agrees that it will continue, during the term of this Agreement, to take necessary and appropriate steps to obtain ISO 9001 certifications for its plant, manufacturing processes, and organization.

(b) Quality Assurance Organization --

(1) Required Organization -- The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management. The Contractor shall designate an individual to serve as Quality Manager. The Quality Manager shall be responsible for all quality assurance issues, quality control, documentation, and reporting.

(2) Quality Control -- The Contractor's quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of Vehicles, and other Materials to be supplied under this Agreement.

(3) Authority and Responsibility -- The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance and rejection of materials and manufactured articles in the production of Vehicles, Shop Chargers and other Materials to be supplied under this Agreement.

(c) Functions of Quality Assurance Organization -- The Contractor's quality assurance organization shall include the following minimum functions:

(1) The quality assurance organization shall verify inspection operation instructions to ascertain that the Vehicles, Shop Chargers and other Materials meet all prescribed requirements.

(2) The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the RTC's Inspectors, and shall remain available for a minimum of one (1) year after inspections and tests are completed.

(3) The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective Vehicles and Shop Chargers. These conditions may occur in design, purchases, manufacture, tests, or

operations that culminate in defective materials, supplies, services, facilities, technical data, or standards.

(4) The quality organization shall provide a system for commissioning of each material element of the completed Vehicle and Shop Charger.

(d) Standards and Facilities -- The following standards and facilities shall be included in the Contractor's quality assurance process:

(1) The Contractor shall maintain Drawings, Product Data, assembly procedures, and other documentation that completely describe the Vehicle that meets all of the requirements of this Agreement. The quality assurance organization shall verify that all Vehicles are manufactured in accordance with the controlled Drawings, Product Data, procedures, and documentation.

(2) The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the Vehicles conform to all requirements of the Technical Specifications set forth in Appendix A and Appendix E. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

(3) When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

(4) The Contractor's gauges and other measuring and testing devices shall be made available for use by the RTC's Inspectors to verify that the Vehicles conform to all requirements of the Technical Specifications and Final Bus Design. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

(e) Purchasing Quality Control --

(1) General Requirement -- The Contractor shall maintain quality control over the purchase of all Materials and components to be incorporated into or otherwise needed for the Vehicles.

(2) Subcontractors -- The Contractor shall encourage each Subcontractor maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test Materials provided by

Subcontractors for conformance to the requirements of the Technical Specifications and shall establish controls to prevent inadvertent use of nonconforming materials. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes.

(3) Inclusion of Technical Specifications -- The Contractor shall verify that all applicable requirements of the Technical Specifications are properly included or referenced in purchase orders of components or other Materials to be used on the Vehicles.

(f) Manufacturing Quality Control --

(1) General Requirement -- The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

(2) Inspection and Testing -- The Contractor's quality assurance organization shall establish and implement a system for commissioning of completed Vehicles. Such system shall measure the overall quality of each completed Vehicle.

(3) Non-Conforming Materials -- The Contractor's quality assurance organization shall monitor the system for controlling nonconforming Materials. Such system shall include procedures for identification, segregation, and disposition of such Materials.

(4) Statistical Analysis -- The Contractor's quality assurance organization may use statistical analysis, tests, and other quality control procedures when appropriate in the quality assurance process.

(g) Quality Assurance Audits -- The Contractor's quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the RTC.

SEC. 209 INSPECTIONS AND TESTING

(a) Contractor Inspections and Tests --

(1) General Requirement -- The Contractor shall perform or have performed the inspections and tests (except those performed solely by the RTC as defined in Section (b)(6) required to substantiate that the Work provided under the Agreement

conforms to the Technical Specifications, Final Bus Design and other Contract Documents. The required Testing Procedures and Protocols are set forth in Appendix B hereto. All inspections and testing shall be carried out in accordance with the quality assurance program described in Section 208 of this Agreement.

(2) Timing -- The Contractor shall conduct inspections at appropriate points in the production and manufacturing process, as specified in the Critical Path Schedule, to ensure compliance with test specifications, process specifications, and quality standards.

(3) Samples -- All Samples for analyses and tests shall be taken in such manner as to be truly representative of the entire lot under test and shall not be worked on in any way to alter the quality before testing. All testing shall provide a measure of the overall quality of the completed product and shall be performed so that it simulates end product use and function. When modification, repairs, or replacements are required, the Contractor shall conduct a reinspection or retest of the characteristics affected.

(4) Records -- The Contractor shall maintain inspections system records covering the Work under this Agreement and shall make such records available to the RTC and the RTC's Inspector during the performance of this Agreement and for three years after the date of termination or expiration of this Agreement.

(b) RTC Inspections and Testing--

(1) General Requirement -- All Work of the Contractor under this Agreement shall be subject to review, inspection, and testing by the RTC or its Inspectors. RTC inspections and tests may be conducted at all reasonable times and places during the term of this Agreement with at least forty-eight (48) hours prior written notice given to Contractor, provided that such inspections and tests shall be made in a manner that does not unduly delay the Work and RTC provides forty eight (48) hours written notice of such inspection to Contractor. The RTC's right to review extends to all Product Data relating to the Vehicles.

(2) Inspectors in Plant -- The RTC may station its Inspectors at the Contractor's and any Subcontractors' (plant and facilities during the manufacturing and production process, at the RTC's own expense. The RTC's Inspectors shall have the right to view all inspections and testing conducted by the Contractor. The Contractor shall provide adequate working space (including internet access) at its plant and facilities for the RTC's resident Inspector.

(3) Full Cooperation Required -- The Contractor shall fully cooperate with the Inspector in the performance of his or her duties, and permit full access to the Contractor's facilities and production lines. The RTC has the unilateral right and discretion to select its Inspector and the Contractor shall not refuse access to the RTC's Inspector or otherwise impede the Inspector in the performance of his or her responsibilities; provided that (A) the Inspector shall be subject to such reasonable health, safety, and confidentiality rules as the Contractor may establish; and (B) the Inspector shall not unreasonably interfere in the Contractor's manufacturing process. The Contractor shall provide five (5) business days advance notification to the RTC and to the RTC's Inspector of any changes to the production schedule.

(4) Right to Enter -- The RTC and its Inspector shall have the right to enter the premises used by the Contractor (including any plant or place where Materials, Work, or any part thereof, are made, performed or stored) for purposes of tests, inspecting the Vehicles, and auditing data and records relating to the Contractor's performance under this Agreement.

(5) Inspector Reports -- The RTC's Inspectors will immediately report to the RTC if the Work performed by the Contractor or a Subcontractor fails to conform to the requirements of the Technical Specifications, Final Bus Design, or other Contract Documents, stating the reasons for this failure and identifying the Technical Specifications, Final Bus Design or other Contract Documents that are not being complied with.

(6) RTC Testing -- In addition to testing by the Contractor under subsection (a), the RTC reserves the right to conduct its own testing during the production and manufacturing process if it determines that such testing is necessary to assure the production and delivery of safe and reliable Vehicles.

(7) Impact of Extensions of Time -- If the RTC grants an extension of time at the request of the Contractor pursuant to Section 211 or 212 of this Agreement, the Contractor shall be liable for and shall pay the cost of the Inspector during the period of such time extension.

(c) Continuing Contractor Obligations -- The inspection by the RTC of any Work does not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement or regarding the proper functioning of the Vehicles, or other Materials which may be discovered after acceptance.

(d) Inspections of Defective Work or Materials -- If the RTC has reasonable evidence that defective work has been permitted by the Contractor or the Subcontractors or that defective Materials have been used, and desires to make an examination of Work partly or fully completed, the Contractor or Subcontractor shall, at no additional expense to the RTC, furnish the appliances and labor for making such investigation and inspection as may be required by the RTC.

(e) RTC Responsibility for Cost -- If an inspection under subsection (d) by the RTC discloses no defect in the Work or Materials reviewed, the expense of such investigation, including any additional cost incurred by the Contractor as a result thereof, shall be borne by the RTC, and if such inspection impacted the Critical Path Schedule, the delivery schedule for the Vehicles shall be adjusted accordingly.

(f) First Article Vehicle -- The Contractor shall provide the RTC a First Article Vehicle manufactured in accordance with the Technical Specifications and Final Bus Design and manufactured, tested, and delivered.

SEC. 210 SUSPENSION OF WORK AND DELAY BY THE RTC

(a) Stop Work Orders --

(1) Right to Issue -- If the RTC (or its Inspector) determines that a problem in the production or manufacturing process may impact the safe construction, operation, or delivery of the Vehicles or may affect the performance of any major system or component, as defined in the Technical Specifications, the Parties shall meet within seventy-two (72) hours in order to discuss and agree upon the solution to the problem and the issuance, if necessary, of a Change Order. If the Parties are unable to agree, then RTC may, by written order to the Contractor, require the Contractor to stop the part of the Work related to the problem discussed.

(2) Elements -- Any order issued under this subsection shall be specifically identified as a "stop work order." At a minimum, any such stop work order shall be authorized in writing by the RTC Executive Director and shall include the following in writing:

- (A) A clear description of the Work to be suspended.
- (B) Instructions as to the issuance of further orders by the Contractor for materials or services.
- (C) Guidance as to action to be taken on subcontracts.
- (D) Other suggestions to the Contractor for minimizing costs.

(E) The time period (not to exceed fifty (50) Days) during which the order will remain in effect.

(b) Actions in Response -- Upon receipt of a stop work order, the Contractor shall promptly comply with the terms of such order and shall take all reasonable steps to minimize the incurring of costs allocable to the Work covered by the order, during the period of work stoppage. Within the time period specified in the stop work order, or within any extension of that period to which the Parties agree, the RTC shall either --

- (1) cancel the stop work order; or
- (2) terminate the Work covered by such order as provided in Section 230 on termination for convenience or Section 232 on termination for default.

(c) Impact on Price and Schedule --

(1) Equitable Adjustment -- If a stop work order issued under this subsection is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in Critical Path Schedule or Contract Price, or both, and this Agreement shall be modified in writing accordingly, if --

(A) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement; and

(B) the Contractor asserts a claim for such adjustment within twenty (20) Days after the end of the period of work stoppage.

(2) Impact on Production Schedule -- In making an equitable adjustment in price or schedule under this subsection, the RTC will consider the costs incurred by the Contractor as a consequence of the delay resulting from the stop work order, and will also take into account the impact of the delay on the production schedule for the RTC's order as well as on the production planning at the Contractor's facility and the Contractor's obligations to its other customers.

(3) Termination Settlement -- If a stop work order is not cancelled and the Work covered by such order is terminated for the convenience of the RTC, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

(4) Allowable Costs -- If a stop work order is not cancelled and the Work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowable by equitable adjustment or otherwise.

(d) RTC Caused Delays --

(1) Adjustments to Cost or Time -- If the performance of all or any part of the Work is, suspended, delayed, or interrupted for an unreasonable period of time, by an act of the RTC or by the failure of the RTC to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement (excluding profit) and/or for any delay in the time for completion of the Work necessarily caused by such unreasonable suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly. In making an adjustment in price or delivery schedule, the RTC will consider the costs and impacts described in subsection (c)(2) of this Section.

(2) No Adjustments -- No adjustment shall be made under this subsection for any suspension, delay, or interruption (A) to the extent that performance would have been so suspended, delayed, or interrupted by the fault or negligence of the Contractor or the Contractor's failure to comply with the provisions of this Agreement; or (B) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

(3) No Claims -- No claim under this subsection shall be allowed unless the Contractor asserts the claim in writing, including the amount thereof, within twenty (20) Days after the termination of such suspension, delay, or interruption.

SEC. 211 CHANGE ORDER PROCESS

(a) Writing Required -- Changes to the requirements of this Agreement, the Technical Specifications, Final Bus Design, or the other Contract Documents may only be made by a written Change Order issued by the RTC or by a Contract Amendment. Oral Change Orders or oral contract amendments or modifications are not and will not be permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any change in the Technical Specification not properly ordered by written Change Order signed by the RTC. The form to be used for Change Orders is included as Appendix C to this Agreement.

(b) RTC Proposed/Directed Change Orders --

(1) Change Notice -- The RTC may, at any time, issue a written Change Notice to the Contractor proposing modifications in the Work that are within the general scope of this Agreement. Any such Change Notice shall be in sufficient detail to clearly show the

Contractor the Work to be done and provide a basis for assessing any impact on contract cost or schedule.

(2) Response by Contractor to Change Notice -- The Contractor shall, within ten (10) Days after receipt of a Change Notice, notify the RTC in writing of any potential impact on contract cost or delivery schedule, and provide the RTC with its assessment of the feasibility of making the change proposed. If the Contractor notifies the RTC that the change is not feasible, the Parties shall meet as soon as possible to review the proposed change. Following those discussions, the RTC will either issue a Change Order directing that the change proceed as stated in the original notice, issue a modified Change Notice, or withdraw the original notice. Changes requested by RTC less than twenty-eight weeks from commencement of production (i.e. Station 1) of the first bus ("Late Changes") may not be able to be accommodated without additional charges to compensate Contractor for demobilization, remobilization, supply impacts, storage and handling costs, re-engineering costs, and other costs related to production changes. Any additional charges for Late Changes will be included in the relevant Change Order.

(3) Agreement on Change -- If the RTC agrees that the Change Notice will cause an increase or decrease in the Contractor's cost or the time required to perform the Work, an equitable adjustment shall be made in the Contract Price or Critical Path Schedule (or both), and such adjustment shall be reflected in a Change Order or written modification to this Agreement. The RTC shall thereafter issue a written Change Order implementing the change in the Work, which will be executed by both Parties. A bilateral Change Order under this paragraph or subsection (c)(3) hereof will include all time and amounts to which the Contractor is entitled as a result of the change. There will be no reservation of rights by either Party on a bilateral Change Order.

(4) Cost or Price Analysis -- The RTC reserves the right to conduct a cost or price analysis on any Change Order, including a change requested by the Contractor under subsection (c) of this Section.

(c) Contractor Proposed Changes --

(1) General -- The Contractor may also propose changes to the Work for the consideration and review of the RTC. No such change shall be made unless the RTC gives prior written approval of the requested change by issuance of a Change Order. Oral Change Orders are not recognized or permitted. The Contractor shall use the Change Order form included as Appendix C to this Agreement to make its request for a change.

(2) Basis for Request for Change – Contractor-proposed changes under this subsection may include a request for a Change Order on the basis of an extraordinary and unanticipated increase in the cost of Materials or components used to manufacture or produce the Vehicles that arises after the date of this Agreement and that directly results in additional cost or time to perform the Work. The RTC is not obligated to agree to such a request for a Change Order, but agrees to review, discuss, and consider any such request in good faith.

(3) Price and Schedule Proposal -- Within ten (10) Days after the Contractor submits a written request for a Change Order to the RTC, the Contractor shall submit to the RTC a detailed price and schedule proposal for the change or Work to be performed, provide an **assessment of the feasibility of making the change proposed**, and identify any **Technical Specification to be modified by the change**. The RTC shall consider the proposed Change Order and, after consultation with the Contractor, may accept, reject, or modify the Change Order requested. An accepted or modified Change Order under this subsection shall be in writing and executed by both Parties.

(4) Contractor Obligation to Proceed -- If the RTC and the Contractor are unable to agree on the price or schedule impact of a Contractor proposed change under this subsection, the dispute may be submitted by either party for resolution in accordance with Section 228 of this Agreement.

(d) Scope and Specification Changes – Any changes to the Technical Specifications or Final Bus Design for the Vehicles shall be made by written Change Order.

(e) Minor Changes -- In addition to written Change Orders, the RTC shall have the authority to direct minor changes in the Work not involving extra cost or changes in schedule when such changes are in the RTC's opinion necessary or expedient to the satisfactory performance and completion of the Work. The Contractor maintains the right to refuse any proposed minor changes that involve additional costs. The Contractor may also propose such minor changes to the RTC for its review and approval.

SEC. 212 EXTENSION OF TIME

(a) Granting of Extensions -- The Contractor will be granted an extension in time for a delay in completion of the Work, or any specified portion thereof, that arises directly from a Force Majeure event; provided that: (1) the causes were not foreseeable, did not result from the fault or negligence of the Contractor, or any person for whom the Contractor is legally or

contractually responsible, and could not have been avoided by the exercise of due diligence and care by the Contractor; (2) the Contractor has taken reasonable precautions to prevent further delays owing to such causes; and (3) the Contractor notifies the RTC in writing of the cause or causes of delay within five (5) Days from the date Contractor becomes aware of the delay or Force Majeure event. Force Majeure events may result in an extension in the delivery schedule but are not a basis for an increase in the Contract Price.

(b) Information Regarding Cause of Delay -- Within ten (10) Days after the end of the delay, the Contractor shall furnish the RTC with detailed information concerning the causes and circumstances of the delay, the number of Days actually delayed, and the Contractor's request for an extension in the time for the completion of the Work or any portion thereof. The Contractor shall also provide the RTC satisfactory evidence that non-performance is not due to any fault or negligence on the part of the Contractor or any person for whom it is legally or contractually responsible. Failure to submit this information within such ten (10) Day period will be sufficient cause for denying the claim for an extension of time.

(c) RTC Response --

(1) Timing -- Within ten (10) Days after receipt of all information required under subsection (b), the RTC shall notify the Contractor whether it agrees that the event causing the delay was a Force Majeure event meeting the conditions of subsection (a).

(2) Agreement -- If the RTC concurs that the event was a Force Majeure event and that the Contractor has met the conditions of subsection (a), it shall also notify the Contractor whether it agrees with the amount of the extension in the Critical Path Schedule requested by the Contractor for the completion of the Work or any portion thereof. If the RTC does not agree to the amount of time requested, it shall establish the approved amount of the extension in Critical Path Schedule, which decision shall be final subject to dispute resolution under Section 228 of this Agreement.

(3) No Agreement -- If the RTC does not agree that the event was a Force Majeure event or determines that the Contractor has not met the conditions of subsection (a), it will deny the extension, which decision shall be final subject to dispute resolution under Section 228 of this Agreement.

(d) Change Orders -- The RTC will issue a Change Order to the Contractor within a reasonable period of time after the granting of an extension of Critical Path Schedule under this Section, specifying the number of Days allowed and the new date for completion of the Work or specified portions of the Work. Any extension of time must be in writing to be effective.

(e) Relation to Other Provisions --

(1) No Increase in Price -- An extension of the Critical Path Schedule granted pursuant to this Section shall not be the basis for an increase in the Contract Price or claim for other additional compensation or damages, and no damages or costs of any kind or nature will be paid for any such extension of time. A time extension must be approved by the RTC prior to any interim or final completion dates being extended.

(f) Other Extensions of Time -- In addition to granting an extension in the Critical Path Schedule for a Force Majeure event, the RTC may grant an extension in the Critical Path Schedule in a Change Order agreed upon or issued by the RTC under Section 211.

SEC. 213 CONDITION OF SHIPMENT

(a) Post Production Testing -- The Contractor shall assure that each Vehicle successfully completes the post-production performance and conformance testing required under Appendix C prior to shipment.

(b) Required Condition --

(1) Standards for Shipment -- Unless specifically excepted at the sole discretion of the RTC, each Vehicle shipped from the Contractor's plant to the RTC shall be complete (other than any components to be incorporated at the Project Site), Ready-to-Use, and in compliance with all provisions of the Final Bus Design and the other Contract Documents.

(2) Packing and Shipping -- The Contractor shall be responsible for packaging all shipments in accordance with the best commercial standards and practices to insure the integrity, safety and security of the Vehicles, and Materials during transportation and handling.

(c) Shipping Release -- Prior to the shipment of each Vehicle, the Contractor shall secure a "Shipping Release" signed by the RTC's Inspector or other authorized representative at the Contractor's plant. The Shipping Release shall certify that the Vehicle is complete (other than components to be incorporated at the Project Site), Ready-to-Use, and complies with the Final Bus Design the Contractor's approved Drawings and Samples, and other agreed upon conditions for shipment. The Shipping Release shall not, however, be construed or inferred to constitute any acceptance of such Vehicle by the RTC. Execution of the Shipping Release by the RTC will not be unreasonably withheld.

(d) Transportation Costs -- The Contractor acknowledges and agrees that all costs associated with the shipment and transport of the Vehicles, including delivery and unloading costs; insurance costs; import duties, fees, and taxes; sales taxes; port fees; license fees; and all other associated costs, are included in the Contract Price, and that the Contractor is not entitled to and will not seek any additional compensation in connection with any such costs.

SEC. 214 ARRIVAL AND REQUIRED CONDITIONS FOR VEHICLE DELIVERY

(a) Arrival Notice -- The Contractor shall give the RTC Project Director three (3) Days' notice prior to the arrival of Vehicles. Upon arrival at the Project Site, RTC may perform a cursory inspection of the Vehicle to confirm that the delivered Vehicles is/are the same Vehicles in the same condition, and including the same configuration, as those inspected and tested during the pre-delivery inspection, and Customer may not apply any criteria for accepting delivery of the Vehicles that are different from the criteria applied in any pre-delivery test/inspection. The RTC will then issue an "Arrival Notice" to the Contractor, for each Vehicle, which will acknowledge arrival of the Vehicle and furnish appropriate notation as to its apparent condition. The Arrival Notice will describe any missing parts or any damage that may have occurred during shipment and will also note or reference any components to be added at the Project Site. The Arrival Notice will be signed by both the RTC's representative and the Contractor's representative to attest to the stated condition of the Vehicle.

(b) Delivery Requirements -- To be considered "delivered", each Vehicle, subsequent to arrival and issuance of an Arrival Notice, must (after incorporation of any remaining components) be Ready-to-Use and fully in compliance with the Contract Documents. If the RTC agrees to allow Vehicles to be shipped to the Project Site or other property while such testing work remains to be done, the Vehicles shall not, unless otherwise agreed upon by the RTC, be considered to be "delivered" until the Contractor has satisfactorily completed all such testing work.

(c) Motor Vehicle Title and Fees -- The Contractor shall present, with each Vehicle delivered to the RTC, a copy of Contractor's title documents, an invoice, certificate of origin, a VIN inspection certificate, and all other documents necessary for the transfer of title to the RTC. The Contractor warrants that the title to each Vehicle delivered to the RTC will be free, clear, unencumbered and fully marketable, and that Contractor will have the right to convey such title to the RTC. All documents or parts of documents which must be executed in order to transfer ownership and secure a Nevada Title for each Vehicle shall be fully and properly executed and

submitted to the State of Nevada, Department of Motor Vehicles by the RTC. Title to each Vehicle shall be conveyed to the RTC, at the address set forth in Section 238, within sixty (60) Days after issuance of a Certificate of Acceptance under Section 215.

(d) Registration – The RTC shall be responsible for obtaining the registration for each Vehicle.

SEC. 215 ACCEPTANCE OF VEHICLES

(a) Inspection and Testing --

(1) Timing and Standards -- Except as provided in paragraph (2), within fifteen (15) Days after delivery to the RTC, each Vehicle shall (A) be given an inspection to determine if such Vehicle has been completed in full compliance with the, Final Bus Design, and other Contract Documents; and (B) be subjected to pre-revenue service Acceptance testing (as described in Appendix B) to determine if the Vehicle is in acceptable operating condition. The RTC and the Contractor will provide personnel for participation in proof of design and Acceptance testing at the Project Site or other RTC facilities. The Contractor shall ensure that a Trapeze technician is on site to commission all the Vehicles during Acceptance testing. All Contractor personnel shall be qualified and properly licensed to operate the Vehicle.

(2) First Article Vehicle -- The RTC will be provided thirty (30) Days after delivery to conduct the inspection and Acceptance testing of the First Article Vehicle.

(b) Acceptance or Rejection by RTC -- Within five (5) working days after the completion of pre-revenue service Acceptance testing of a Vehicle under subsection (a), the RTC will notify the Contractor, in writing, whether such Vehicle has or has not been accepted. If a Vehicle is not accepted, the RTC will include in its notice a written explanation of the reasons for the rejection, identifying the particular component, system, or operating characteristic or feature found unacceptable.

(c) Resubmittal --

(1) Correction of Defects -- Within thirty (30) Days, or a mutually agreed upon schedule, after receipt of a notice under subsection (b), the Contractor shall correct any defects identified, and shall resubmit the Vehicle to the RTC for Acceptance; provided that if the defect cannot be corrected within thirty (30) Days, the Contractor shall explain in writing the reasons additional time is needed and commit to a date for resubmittal. At its

option, the RTC may require the Contractor to remove the Vehicle from the Project Site, while repairs are being made or defects corrected until the Vehicle are accepted.

(2) Work Orders -- All work performed by the Contractor to correct identified defects under this Section shall be documented with work orders. Each work order shall provide the following information needed for the repair: explanation of the repairs performed; procedure used to effect the repair; list of parts needed for the repair; and list of Vehicles subject to the repair work. The list of Vehicles shall include the fleet vehicle number, the VIN, license plate, serial number, the date when the work was performed, and the mileage, as applicable. Such work orders shall be provided to the RTC upon the completion of the repair work and resubmittal of a Vehicle for Acceptance.

(3) RTC Review -- The RTC shall, within ten (10) Days from the date of resubmittal of a Vehicle, complete reasonable inspection and/or testing, and either accept, reject, or conditionally accept the resubmitted Vehicle. If a Vehicle is not accepted, the RTC will notify the Contractor and include a written explanation of the reasons for rejection, identifying the particular component, system, or operating characteristic of feature found unacceptable. The Contractor shall correct any continuing defects identified by the RTC within five (5) Days of notice by the RTC.

(d) Certificate of Acceptance -- Upon Acceptance of a Vehicle, the RTC shall execute a written "Certificate of Acceptance" (the RTC's Acceptance Test Procedure (ATP) form) accepting the Vehicle as in conformance with the , Final Bus Design, and other Contract Documents, releasing the Vehicle for service. The date of Acceptance shall be the date of issuance of the Certificate of Acceptance by the RTC.

(e) Security of Vehicles -- The RTC shall make all reasonable efforts to assure the integrity, safety, and security of the Vehicles at the Project Site or other RTC facilities during the Acceptance testing process.

SEC. 216 RESERVED

SEC. 217 RISK OF LOSS

(a) Risk of loss on any Vehicle remains with Contractor until delivery to RTC, at which point risk of loss passes to RTC.

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SEC. 218 WARRANTIES

(a) General Warranty -- The Contractor warrants and guarantees that each Vehicle, , subsystem, component, and replacement part is fully operational and free from defects and related defects in design, materials, workmanship and construction, and is designed in conformance with the Technical Specifications and other Contract Documents to provide the services and functions intended. As used in this Section, a “related defect” is a defect that arises directly or indirectly as a result of a separate defect in the Vehicle, as the case may be.

(b) Start of Warranty Period -- The warranties of this Section shall start to run, with each Vehicle, subsystem, and component, on the date of issuance of a Certificate of Acceptance by the RTC for that Vehicle under Section 215 of this Agreement.

(c) Warranty for Complete Vehicle -- The Contractor shall supply the standard warranty as outlined in Appendix D, Warranty Provisions.

SEC. 219 WARRANTY REPAIRS AND DEFECTS

(a) Responsibility and Performance -- The Contractor shall be financially responsible for all warranty-covered repairs, and shall also be responsible for assuring that all warranty covered repairs are performed in a timely fashion in accordance with this Section. The Contractor may enter into an agreement with a local agent for the actual performance of warranty repairs. If the Contractor enters into such an agreement, the references to the Contractor in this Section shall be deemed to be a reference to that local agent. Notwithstanding any such agreement, the Contractor shall retain full legal and financial responsibility for and proper performance of warranty-covered repairs.

(b) Detection of Defects -- If the RTC (or the Service Contractor) detects a defect or related defect within the warranty periods specified in Section 218, the RTC shall notify the Contractor within two (2) Days after the date the RTC becomes aware of the defect and or related defect. After the RTC notice receipt, the Contractor shall conduct an inspection of the Vehicles as it deems necessary and shall provide notice to the RTC whether it agrees or disagrees that the defect is covered by a warranty. If the Contractor agrees, then Contractor shall have such reasonable time as is necessary to complete the repair. Contractor shall meet with the RTC and present an action plan describing the repairs proposed and a schedule to conduct such repairs, and to discuss the defect or any related defect identified by the RTC.

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(c) Warranty Repairs by Contractor --

(1) Agreement on Coverage -- If the Contractor agrees that the defect or any related defect identified in the RTC notification is covered by a warranty, the Contractor shall have such reasonable time as is necessary to complete the repair.

(2) Availability -- The RTC shall make the Vehicle available to facilitate the completion of repairs within the Contractor's repair schedule. The Contractor shall provide at its own expense, all necessary tools, parts, components, or subassemblies required for the repair. The Contractor may determine, in its discretion, whether a component should be repaired or replaced.

(3) Completion of Repairs -- The Contractor shall complete all warranty repair work on a Vehicle within a reasonable amount of time necessary to complete the or a mutually agreed upon schedule, after the commencement of repairs on such Vehicle, or as otherwise agreed to by the RTC and the Contractor in the action plan.

(4) Work Orders -- All warranty work performed by the Contractor under this Section shall be documented with work orders. Each work order shall provide the following information needed for the repair: explanation of the repairs performed; procedure used to effect the repair; list of parts needed for the repair; and list of Vehicles subject to the repair work. The list of Vehicles shall include the fleet vehicle number, the VIN, license plate, serial number, the date when the repair was performed, and the mileage, as applicable. Such work orders shall be provided to the RTC upon the completion of the repair of a Vehicle.

(5) Use of Project Site -- The RTC may in its discretion require the Contractor to remove Vehicles from the Project Site or other RTC premises while repairs are being undertaken. If Vehicles are removed from the Project Site or other RTC premises, the Contractor shall diligently and promptly undertake repairs.

(d) Warranty Repairs by RTC --

(1) Disagreement on Coverage -- If the Contractor disagrees under subsection (b) that the defect identified is covered by a warranty, and the RTC believes that repairs must proceed, the RTC may immediately commence repairs, either directly or through the Service Contractor or other authorized representative. If the RTC undertakes repairs in accordance with the preceding sentence, it shall correct or repair the defect and any related defects using parts specified or approved by the Contractor that are specifically available for the repair.

(2) Parts Shipment -- If the RTC undertakes repairs in accordance with paragraph (1), it may request the Contractor to supply new components or parts necessary for warranty covered repairs being undertaken by the RTC or its authorized representative. These parts shall be shipped prepaid by the Contractor to the RTC within one (1) Day or according to a mutually agreed schedule of the request of such parts. Parts supplied by the Contractor shall be OEM equivalent or superior to those used in the OEM. In case of expedited rush orders for parts placed by the RTC for a "bus down," the Contractor shall prepay the costs for expedited (air express) delivery or, where this is not practicable, shall provide for some other expedited form of delivery. The Contractor may request that parts covered by warranty be returned to the manufacturing plant, at its cost. Parts shall be returned in accordance with the Contractor's instructions.

(3) Failure Analysis -- At the request of the RTC, the Contractor shall provide a failure analysis of parts for components removed from Vehicles and Shop Chargers under the terms of the warranty. Such reports shall be delivered within sixty (60) Days, or according to a mutually agreed schedule, of the receipt of failed parts or components.

(e) Reimbursement for RTC Repairs --

(1) Timing of Reimbursement -- The Contractor shall reimburse the RTC for any repairs performed by the RTC (or its Service Contractor) within thirty (30) Days of receipt of the claim or return of the returned part for review by the Contractor, as applicable. The RTC shall submit to the Contractor a warranty claim form for any repairs undertaken by the RTC for reimbursement for the cost of repairs and/or the replacement of parts. The warranty claim form to be used is included as Appendix D to this Agreement. If the Contractor fails to reimburse the RTC within the thirty (30) Day period, the outstanding amount shall accrue interest at the Prime Rate as quoted in the interest rates and bonds section of The Wall Street Journal on the last date reimbursement was due.

(2) Inclusion in Reimbursable Costs -- The costs for warranty repairs to be reimbursed by the Contractor shall include labor costs and towing (as more specifically described in paragraph (5) of this subsection) as well as any necessary parts. Reimbursement for any RTC supplied parts shall be calculated from the original equipment manufacturer (OEM) parts price list in effect at the time of the repair, plus twenty-five percent (25%) handling costs, up to a maximum handling charge of \$200.00.

(3) Labor Rates -- Labor costs incurred by the RTC and reimbursable by the Contractor for warranty repairs shall be determined by multiplying the number of manhours actually required to correct the defect by the RTC's authorized representative's current top level, class "4M" mechanic's unburdened wage and benefit rate, plus fifty percent (50%) for overhead.

(4) OEM Repairs -- If repairs are required to components or major subsystems and are undertaken by an OEM authorized warranty facility, the RTC shall include such cost on the warranty claim form submitted to the Contractor.

(5) Towing Costs -- The cost of towing the Vehicle shall be reimbursed by the Contractor if (A) towing was necessary due to a disabling breakdown; (B) the breakdown was due to the failure of an item covered by warranty; and (C) the Vehicle was in the RTC's service area at the time of the breakdown.

(f) Safety Defects --

(1) Determination and Notification by RTC -- The determination of whether a defect constitutes a safety defect shall be made by the RTC, following consultation and agreement with the Contractor. If the RTC determines that a safety defect exists in any Vehicle and Shop Charger purchased under this Agreement, the RTC will immediately notify the Contractor.

(2) Inspection and Repairs by Contractor -- Within two (2) Days after notification by the RTC of a safety defect, the Contractor shall inspect the entire Vehicle fleet and all Shop Chargers to determine whether the safety defect exists in other Vehicles and Shop Chargers. Within one (1) Day after inspection by the Contractor, the Contractor shall meet with the RTC and present an action plan to correct and repair the safety defect, and a proposed schedule to conduct the repairs. The action plan shall be subject to approval by the RTC. Repairs to correct safety defects shall be commenced within one (1) Day, or according to a mutually agreed schedule, after approval of the action plan by the RTC, and shall be completed on all Vehicles and Shop Chargers within two (2) Days, or according to a mutually agreed schedule, from the date of commencement of repairs.

(3) Scope of Repairs -- Whenever any change or repair is required to correct a defect that relates to safety in the Vehicle, Shop Charger, structure, parts, subsystems, or components, the Contractor shall make this repair for all Vehicles, Shop Chargers, structure, parts, subsystems, or components where such defect exists, at the Contractor's sole expense. The work shall also include inspection and repairs to prevent the occurrence of the same defect in all Vehicles and Shop Chargers purchased under this Agreement.

(4) Applicability -- The requirements of this subsection shall extend for the useful life of the Vehicles.

(g) Fleet Defects --

(1) Notice of Fleet Defects -- The RTC shall promptly notify the Contractor whenever it determines that a Fleet Defect has occurred. The Contractor shall address and correct such Fleet Defect in accordance with the requirements of this subsection.

(2) Notice and Work Program -- Within two (2) Days after notice of a Fleet Defect, the Contractor shall submit to the RTC a written work program and schedule for correcting the defect. The work program shall be reasonably designed to prevent the occurrence of the same defect in other Vehicles and parts purchased under this Agreement, and shall include, as applicable, redesign and/or replacement of defectively designed or manufactured parts, and inspection and repair of all Vehicles purchased under this Agreement. The work program and schedule shall be subject to approval by the RTC. If the RTC determines the work program and schedule as submitted is unacceptable, the Contractor shall promptly submit a revised work program and schedule to address the RTC's concerns with the initial submittal. The Contractor shall commence work under the work program within or according to a mutually agreed schedule, two (2) Days of its approval by the RTC.

(3) Period for Repairs -- The Contractor shall make the repairs necessary to correct Fleet Defects on all Vehicles, at its sole expense.

(4) Applicability -- The requirements of this subsection shall extend for a four (4) year period after Acceptance of the second Vehicle.

(h) Warranty After Replacement or Repair -- If any component, system, subsystem, or part is repaired, rebuilt, or replaced by the Contractor, or by the RTC with the concurrence of the Contractor, such component, system, subsystem, or part shall be warranted for the remainder of the full original warranty period. This warranty shall commence on the date the repaired, rebuilt or replaced component, system, subsystem or part is installed on the Vehicle.

(i) Disputes -- Any disputes regarding the warranty provisions of this Section (including whether specific repairs are covered by warranty and the reimbursable cost of repairs) shall be subject to the dispute resolution procedures set forth in Section 228 of this Agreement; provided that the Contractor shall comply with its obligations for warranty repairs, in accordance with the direction of the RTC, notwithstanding the pendency of any dispute.

SEC. 220 INDEMNIFICATION

(a) Scope of Indemnity -- The Contractor agrees to protect, defend, and indemnify and hold the RTC, its officers, board members, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, title and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising out of the performance or implementation of this Agreement by the Contractor or any Subcontractor, or any other person for whom the Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim is based was caused by the negligence of the Contractor or any Subcontractors, or any other person for whom the Contractor is legally or contractually responsible, or their agents or employees. The Contractor shall not assert any assumption of the risk or any other defense to the obligation to indemnify the RTC under this Section. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to bear all costs and expenses of investigating, defending, or otherwise handling all claims described in this subsection, without regard to the merits or final disposition of such claims. For purposes of this subsection, the term "Subcontractor" does not include the RTC's fixed route Service Contractor.

(b) Handling of Claims -- The RTC agrees that it will notify the Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection (a); provided that failure of the RTC to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section. The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the RTC notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. The RTC shall provide such assistance (except financial) for the defense of any claim as is reasonably requested by the Contractor. The RTC shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform the RTC as to all correspondence and

proceedings in respect of any claim as to which indemnity is sought and to consult with the RTC with respect to all matters relating to any claim.

(c) Patent Infringement -- The Contractor shall advise the RTC of any anticipated, known or pending patent infringement action or other proceeding and shall provide all information available relating to the action. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any Vehicle, equipment, Materials, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent; and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against the RTC. In case such Vehicle, equipment, or Materials, or any part thereof, is held in such suit to constitute infringement and its use is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using such Vehicle, equipment, Materials or parts, or replace the same with non-infringing equipment, or modify it so it becomes non-infringing.

(d) Service Contractor -- The RTC acknowledges that the Service Contractor operating and maintaining the Vehicles has its own specific indemnification and insurance obligations to the RTC under its Operations and Maintenance Agreement. The Contractor's indemnification obligations under this Section do not extend to or cover any negligent or willful actions of such Service Contractor or otherwise create any agreement or obligation to indemnify, the Service Contractor.

(e) Disclaimer of Liability -- The RTC will hold harmless or indemnify the Contractor for any final judgement of liability related to the gross negligence or willful misconduct of RTC, its officers, board members, employees, and agents related to this Agreement. This subsection does not preclude the Contractor from pursuing resolution of a dispute with the RTC arising under this Agreement in accordance with Section 227.

SEC. 221 INSURANCE

(a) Obligations of the Contractor – Except as otherwise provided in this Section, the Contractor shall procure and maintain in effect until the completion of all Work and services under this Agreement the insurance coverages in the amounts prescribed in this Section. All insurance required hereunder shall be procured from insurance or indemnity companies authorized or approved to do business in the State of Nevada with an A-, Class VI or better rating level, unless otherwise approved in writing by the RTC. The Contractor shall furnish the RTC,

within ten (10) Days after this Agreement is executed by the RTC and the Contractor, certificates of insurance evidencing that the required insurance has been obtained.

(b) Types of Insurance Required -- The Contractor shall procure and maintain at its own cost and expense the following types of insurance:

(1) Worker's Compensation and Employers' Liability -- A policy (or approved self-insurance plan) complying with all statutes applicable to work performed in the United States in connection with this Agreement, including those of Nevada, and any other State or Federal jurisdiction. Employers' liability coverage shall be at least \$1 million per occurrence. The Contractor waives all rights against the RTC and its agents, officers, and employees for recovery of damages to the extent these damages are covered by **the workers compensation and employers' liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Agreement**. The Contractor **shall obtain an endorsement equivalent to WC 00 03 13 or equivalent to affect this waiver**.

(2) Commercial General Liability Insurance -- Commercial General Liability (CGL) coverage, and if necessary, commercial umbrella insurance, including products and completed operations coverage, covering the liability of the Contractor (and the RTC and its consultants) with a limit of not less than \$5 million for each occurrence for all Work, and operations under or in connection with this Agreement and all obligations assumed by the Contractor under this Agreement. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement. 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.)

The coverage under such policy shall provide at least the following limits:

- (A) Bodily Injury or Property Damage Liability -- \$5 million combined limit per occurrence.
- (B) Contractual Liability -- \$5 million combined limit per occurrence.
- (C) Products/Completed Operations Liability -- \$5 million combined limit per occurrence/aggregate for a period of five (5) years after the acceptance of the last Vehicle and Shop Charger under this Agreement.

(3) Automobile Liability Insurance -- An insurance policy covering the use of all owned, non-owned, hired, leased, or rented vehicles used in connection with this Agreement. The coverage under such policy shall provide at least \$5 million combined limit per occurrence in bodily injury and property damage liability.

(c) Endorsement -- The insurance coverages required under subsection (b) (other than worker's compensation and employer's liability) shall contain an endorsement naming the RTC and its officers, employees and agents as additional insureds, without exclusions. The RTC and its officers, employees and agents shall be included as an additional insured under the Commercial General Liability coverage, for both Contractor's premises and operations liability before delivery of the Vehicles and Shop Chargers, and products and completed operations liability **after delivery of the Vehicles and Shop Chargers**, and under the commercial umbrella, if any. **This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the RTC. There shall be no endorsement or modification of the Commercial General Liability to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro-rata, the policy shall be endorsed to be primary with respect to the additional insured.** The endorsement shall contain a provision that the RTC shall be notified by the insurer(s), in writing, thirty (30) Days prior to any cancellation, non-renewal, or material change adversely affecting the interest of the RTC.

(d) Contractor's Failure to Procure -- **The Contractor's failure to procure or maintain the insurance required by this Section during the entire term of the Agreement shall constitute a material breach of contract. In the event of such a breach, the RTC may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate this Agreement, or, at its discretion, to procure or renew such insurance to protect the RTC and pay the premiums in connection therewith, and withhold or recover from the Contractor all monies so paid.**

(e) Deductibles -- The Contractor shall be solely responsible for all deductibles and self-assured retentions relating to all insurance required under this Section.

(f) Waiver of Subrogation -- The Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any policy, limitations or exclusions of coverage, or any other reason against the RTC and its officers, employees, and agents.

(g) Primary and Non-Contributing – The insurance coverage required under this Section shall be primary insurance for claims covered, and any other insurance maintained by any additional insured or its officers, employees, or agents shall not contribute.

(h) Delivery of Policies -- The RTC may, in its discretion, require the Contractor to provide actual copies of the policy of any insurance that is required under this Section. The Contractor shall supply any policy required by the RTC within ten (10) Days after the RTC's request, unless the Contractor demonstrates that actual copies of such policy are unavailable.

SEC. 222 TRAINING AND MANUALS

(a) Obligation of the Contractor – The Contractor shall provide a Training Program for personnel of the RTC (and/or Service Contractor) to insure proper operation, servicing, and maintenance of the Vehicles. This program shall be in accordance with this Section and as outlined on the Options Tracker.

(b) Elements of Training Program -- The Contractor shall submit to the RTC, within thirty (30) days after the NTP, a Training Plan describing the training and instruction the Contractor will provide under this Section. The Training Plan shall include (1) a specific description of the course content for the training and instruction to be provided in each category of training listed in subsection (a); and (2) recommendations for class sizes, training models, and other elements of the training. The Training Plan shall also identify the specific training that will be provided at the RTC's facility, any training that will be offered at the Contractor's facilities, and any training to be provided by the Contractor's suppliers.

(c) Scope of Training -- Instruction provided by the Contractor shall include manufacturers' recommendations for test frequency, limits, and methods, including instructions required, where applicable. Instruction shall cover all major components and subsystems. When methods of access, removal, dismantling, or application are not self-evident, the instruction shall cover these matters. At the conclusion of the classroom instruction, the Contractor shall furnish to the RTC with unlimited electronic access to lesson plans and related materials used in presenting the course.

(d) Manuals and Materials --

(1) General Requirements -- The Contractor shall electronically transmit to the RTC, operator manuals, maintenance manuals, parts manuals, and any other technical support manuals and materials required by the Technical Specifications. These manuals

and other technical support materials shall be used in training under this Section as well as for ongoing operation and maintenance of the Vehicles

(2) Operator Manuals -- The operator manuals shall be written in English, shall describe in detail the operating features and characteristics of the Vehicles; and provide sufficient information to assure safe and effective operation of the Vehicles.

(3) Maintenance Manuals -- The maintenance manuals shall be written in English and shall provide details of the Contractor's maintenance program, electrical schematics and information regarding the recommended procedures and standards for maintenance and repair of the Vehicle, including all scheduled and preventative maintenance requirements and recommendations and estimated hours of maintenance required.

(4) Electronic Access -- The Contractor shall provide the RTC unlimited electronic access to each manual and any other technical materials provided under this paragraph, as well as electronic updates to such manuals and materials as such updates are made.

SEC. 223 PARTS AVAILABILITY GUARANTEES

- (a) Obligations of Contractor -- The Contractor shall provide the spare parts, software, and all equipment necessary to maintain and repair the Vehicles purchased under this Agreement for the twelve (12) year useful life of the Vehicles. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Agreement.
- (b) Contractor hereby agrees to make available the spare parts and equipment as set forth in Appendix E Option Tracker.
- (c) Contractor will not stock any service parts if those parts were ordered specifically for an individual customer configuration (i.e., not base vehicle parts). This includes, but is not limited to, windows, seats, flooring, ITS/CAD/AVL equipment, and any other specially requested or required parts. Contractor will endeavor to procure special orders parts on request but cannot provide or commit to availability or lead-time.

- (d) Unless otherwise agreed, all units and components procured under this Agreement, whether provided by suppliers or manufactured by Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among Buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the Buses.

SEC. 224 LOCAL REPRESENTATION

(a) General Duty -- The Contractor shall have competent technical personnel available to assist in any problem related to this Agreement which the RTC might have regarding the Vehicles during the performance of this Agreement.

(b) On Site Technical Assistance --

(1) General Requirement -- Contractor shall have a technical service engineer available for a period commencing on the delivery of the Vehicles until Acceptance of all the Vehicles.

(2) Duties -- The Contractor's engineer shall --

- (A) assist in post-shipment inspection of Vehicles;
- (B) provide technical support to RTC maintenance personnel;
- (C) provide on-site assistance during Vehicle Acceptance testing; and
- (D) provide warranty support to the RTC.

(3) Acceptance Testing -- During all Vehicle Acceptance testing at the RTC under Sections 215 and 216, the Contractor shall provide field service technical support and parts, as well as expedited provisioning for any other spares required to support the Acceptance tests.

(4) Safety Defects and Fleet Defects -- In the event of safety defects or Fleet Defects, as described in Section 219(f) and (g), the Contractor shall provide technical support at the Project Site for the period needed to address the safety defect or Fleet Defect, as applicable, in a satisfactory manner.

(c) Availability During Warranty Periods -- After Acceptance of the Vehicles, competent technical personnel shall also be available during the applicable warranty period for items covered by each of the respective warranties as outlined in Appendix D.

SEC. 225 END OF LIFE BATTERY

(a) Any battery packs which reach their end of life, including the battery pack

on any retired Bus, will be returned to Seller, at Seller's cost. The parties will coordinate on the safe removal and shipment of the battery pack.

SEC. 226 DISPUTES

(a) General Requirement -- Any dispute arising under or related to this Agreement which is not disposed of by agreement between the RTC and the Contractor shall be decided in accordance with the provisions of this Section, provided that by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process or to litigation.

(b) Notice of Dispute -- All disputes shall be initiated through a written dispute notice submitted by either party to the other party within ten (10) Days after the date the dispute first arises. Within fifteen (15) Days after delivery of the dispute notice, the receiving party shall submit a written response to the other party. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position; (2) any evidence supporting the party's position; and (3) the name of the person who will represent that party and any other person who will participate in negotiations and/or dispute resolution.

(c) Negotiation -- Following a dispute notice and response under subsection (b), the Parties shall first attempt in good faith to promptly resolve the dispute by discussion and negotiation between persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The Parties shall meet at a mutually acceptable time and place within fifteen (15) Days after delivery of the dispute response, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

(d) Second Level Review -- If the dispute is not resolved within forty (40) Days after delivery of the dispute notice, either party may submit the dispute (together with the dispute notice, the response, and any minutes from the subsection (c) process) to a two person panel consisting of the RTC Executive Director and an individual in a comparable executive position with the Contractor. These two individuals shall meet within twenty (20) Days after the date of the submittal and shall attempt to reach a fair and equitable resolution of the dispute. If the two person panel resolves the dispute, they shall issue a written decision that shall be administratively final and conclusive. If the panel is unable to resolve the dispute, either party may proceed to arbitration under subsection (e).

(e) Actions During Dispute Resolution -- Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under the Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

(f) Alternative Dispute Resolution -- If agreed to by both parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from that specified in this Section, mediation, or fact finding.

SEC. 227 ASSIGNMENT; CHANGE IN OWNERSHIP OR CONTROL

(a) Assignment -- The Contractor may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without advance prior written notice to the RTC, and no such assignment or transfer shall have the effect of reducing or modifying the obligations owed to the RTC under this Agreement.

(b) Change in Ownership or Control -- The Contractor agrees that in the event of the sale of substantially all of the assets or stock of the Contractor, or in the event of a change in control of the beneficial ownership of the Contractor, the Contractor will require that the acquiring entity assume full responsibility for performance of all duties and obligations under this Agreement, without reduction or modification, including delivery of the Vehicles by the dates specified herein and in accordance with all requirements of the Contract Documents.

SEC. 228 SUBCONTRACTING

(a) Responsibility for Performance -- The Contractor shall be solely responsible for the performance of all Subcontractors and the fulfillment of all requirements of this Agreement and the other Contract Documents. The RTC has privity of contract with, and will recognize, only the Contractor.

(b) Required Provisions -- The Contractor shall assure that each of its Subcontractors performs its work under the subcontract in accordance with the applicable provisions of the Technical Specifications and other Contract Documents.

(c) Contractor's Duties -- The Contractor agrees that this Section does not operate to relieve the Contractor of any duty or liability under this Agreement, nor does it create any duty or liability on the part of the RTC to any Subcontractor. The Contractor shall have sole responsibility for promptly settling any disputes between Subcontractors and between the

Contractor and any Subcontractor. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the status of any disputes involving any of its Subcontractors.

(d) Payment to Subcontractors -- The Contractor shall pay its Subcontractors on a timely basis, for and on account of work performed by such Subcontractors, in accordance with the terms of the respective subcontracts and in accordance with applicable State and Federal law. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the current status of payments to Subcontractors, including the reasons for any non-payment.

SEC. 229 GOVERNING LAW AND CONSENT TO JURISDICTION

(a) State Law -- This Agreement shall be governed by and interpreted in accordance with the laws of the **State of Nevada**. The Contractor shall also comply with all applicable State laws and regulations and all applicable local ordinances.

(b) Federal Law -- The Contractor agrees to comply with the applicable Federal laws and regulations set forth in Appendix F to this Agreement.

(c) Contractor Affirmations and Responsibility -- The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, County, and City laws, codes, rules, and regulations, including the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all of such requirements at its sole cost and expense and without any increase in the price or timeframes specified in this Agreement due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or in the specified price.

(d) Jurisdiction -- The Contractor, by entering into the Agreement, consents and submits to the jurisdiction of the courts of the **State of Nevada and of the United States**, over any action at law, suit in equity, or other proceeding that may arise under or in connection with this Agreement or in the performance of the Contractor's obligations hereunder.

SEC. 230 TERMINATION FOR CONVENIENCE

(a) In General -- The performance of the Work under this Agreement may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination, provided not less than sixty(60) Days prior to the termination date, specifying the extent to which

performance of the Work under the Agreement is terminated and the date upon which such termination becomes effective.

(b) Actions Following Notice -- Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall: (1) stop Work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination; (4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC Executive Director, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to directly settle or pay any or all claims arising out of the termination of such orders and subcontracts in accordance with the provisions in 48 CFR Part 49; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent directed by the RTC, the fabricated or unfabricated parts, Work in process or completed Work, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated, and the completed or partially completed plans, information, and other property which, if the Agreement had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the Work that has not been terminated by the notice of termination; (8) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by such contract or paid in such other manner as the RTC may direct; and (9) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the RTC has or may acquire an interest.

(c) Applicability of FAR Principles -- Settlement of claims by the Contractor, obligations of the RTC with respect to the settlement of terminated subcontracts, and recoveries by the RTC under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

SEC. 231 TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 232 or Section 234, respectively.

SEC. 232 TERMINATION FOR DEFAULT

(a) In General -- The RTC may, subject to the provisions of subsection (b) of this Section, by sixty (60) Day advance written Notice of Termination for default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If the Contractor fails to perform any of the provisions of this Agreement in accordance with its terms and the RTC is harmed by such failure.

(2) If the Contractor fails to make progress in the prosecution of the Work so as to endanger the performance of this Agreement in accordance with its terms.

(3) If the Contractor fails to make delivery of the Vehicles within the time specified in this Agreement (including any extension thereof).

(b) Opportunity to Cure -- The Contractor will be given the opportunity to cure any default within a period of thirty (30) Days after notice of such default under subsection (a) (or such longer period as the RTC may authorize in writing); provided that if the Contractor cannot reasonably cure such default within such thirty (30) Day cure period, the Contractor shall, prior to the expiration of such period, notify the RTC in writing, setting forth a plan for curing such default and a schedule and time certain by which such cure will be achieved. Upon receipt of such a notice and consultation with the Contractor, the RTC may (1) authorize the Contractor to proceed with the cure in accordance with its proposed plan and schedule; (2) direct the Contractor to make modifications in its proposed plan and/or schedule; or (3) reject such plan and terminate the Agreement for default if the RTC determines, in its discretion, that the Contractor will not be able to cure such default.

(c) Default by RTC. Except to the extent solely caused by a default of Contractor, in the event that RTC breaches this Agreement, and such breach, if and only if curable, is not cured within thirty (30) days following written notice from Contractor (or such longer period as is reasonably necessary to cure if such cure may not reasonably be effected in such thirty (30) day period, provided RTC diligently prosecutes such cure to completion at all times), Contractor shall have the right to terminate this Agreement by written notice delivered by Contractor to RTC at which time RTC shall reimburse Contractor for all reasonable costs and expenses incurred by Contractor in connection with this Agreement, including, at Contractor's option, payment of the difference between the purchase price under this Agreement and the actual price paid to Contractor to sell the Vehicles to another customer. For the avoidance of doubt, failure to make any payment by RTC is a breach that would require cure within thirty (30) days.

(d) Re-procurement -- If this Agreement is terminated in whole or in part for default, the RTC may procure, upon such terms and in such manner as the RTC deems appropriate, vehicles, equipment or other Work similar (in terms of capacity and/or function) to that terminated. The Contractor shall be liable to the RTC for any excess costs for such similar procurement (the RTC undertaking all reasonable efforts to mitigate such excess costs), and shall continue the performance of this Agreement to the extent not terminated under this Section.

(e) Applicability of FAR Principles -- Except as otherwise provided, settlement of claims under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

(f) Conversion to Termination for Convenience -- If after notice of termination of this Agreement under this Section, it is determined for any reason that the Contractor was not in default under this Section or that the default was excusable under this Section, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience under Section 232, unless the Parties otherwise agree.

SEC. 233 WAIVER OF TERMS AND CONDITIONS

The failure of the RTC or the Contractor to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 234 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the RTC and the Contractor.

SEC. 235 CONTRACT AMENDMENTS

This Agreement and the Appendices hereto may only be amended or modified by written agreement duly executed by the RTC and the Contractor.

SEC. 236 NOTICES UNDER AGREEMENT

(a) Written Notice -- All notices and communications required pursuant to the terms of this Agreement shall be in writing, unless an emergency situation dictates otherwise.

(b) Addresses -- Communications should be addressed as follows:

If to the RTC:

Executive Director
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502
Fax: (775) 348-3218

If to the Contractor:

Office of the General Counsel
Proterra Operating Company, Inc.
1815 Rollins Rd.
Burlingame, CA 94010
legal@proterra.com
Phone (864) 438-0000
Fax (864) 281-1894
with a copy to:
Customer Program Manager – Camille Schwetz
Proterra Operating Company, Inc.
1 Whitlee Court
Greenville, SC 29607
Phone (864) 438-0000
Fax (864) 281-1894

(c) Receipt of Notice -- Communications and notices in connection with the performance of this Agreement shall be considered received at the time actually received by the addressee or designated agent. Any notices required by this Agreement shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) or

personal service during the receiving Party's regular business hours; (2) by facsimile with confirmation of transmission before or during the receiving Party's regular business hours; (3) via electronic mail with a read receipt requested and received; or (4) sent by United States mail, via certified mail return receipt requested to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. An original signed copy, via United States mail, shall follow fax transmissions. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Copy -- A copy of all notices and communications required by the terms of this Agreement shall be provided to the RTC's Project Director delivered in the manner specified in subsection (c).

(e) Required Notices -- In addition to notices required by the terms of this Agreement, notice is required for all matters involving possible termination actions, litigation, indemnification and disputes. Routine correspondence shall be directed to the Contractor's Project Manager and the RTC's Project Director.

SEC. 237 CONFLICT OF INTEREST

(a) In General -- An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or Work under this Agreement shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement. No member, officer, or employee of the RTC shall, during his or her tenure and for one (1) year thereafter, have any interest in this Agreement or the proceeds hereof.

(b) Prohibited Interests -- Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the RTC may immediately terminate this Agreement for default or convenience.

(c) Prohibited Commissions -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty the RTC shall have the right to terminate this Agreement without liability or in its discretion to deduct from the Contract Price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) Termination – In the event this Agreement is terminated as provided for in this Section, the RTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Agreement by the Contractor.

(e) Reservation of Rights -- The rights and remedies of the RTC provided in this section shall not be **exclusive and are in addition to any other rights and remedies** provided by law or under any other provision of this Agreement.

SEC. 238 TAXES

The RTC is **exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752.** The Contractor shall **pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to Work under this Agreement. The Contractor shall make any and all payroll deductions required by law. The Contractor agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.**

SEC. 239 PUBLIC RECORDS

The RTC is a **public agency as defined by Nevada State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes).** All of the RTC's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records. RTC will provide notice to Contractor of any public records request made under this Agreement.

SEC. 240 CONFIDENTIALITY

(a) By Contractor -- All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Contractor is confidential

and privileged. The Contractor shall not disclose this information, or allow it to be disclosed to any person or entity without the express prior written consent of the RTC. The Contractor shall have the right to use any such confidential information only for providing the services under this Agreement, unless the express prior, written consent to RTC is obtained. Upon request by the RTC, the Contractor shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b) By RTC -- The RTC and Contractor entered into a Non-Disclosure Agreement on February 14, 2023 and the Parties agree to comply with the terms of the Confidentiality Agreement for this project.

SEC. 241 MARKETING RESTRICTIONS

The Contractor may not publish or sell any information from or about this Agreement without the prior written consent of the RTC. This restriction does not apply to the use of the RTC's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Contractor or its services.

SEC. 242 TAX AND CARBON CREDITS

(a) Tax Credits -- In the event that the Contractor is entitled to Federal or State tax credits or refunds conditioned on the sale of battery electric vehicles to a public agency, the Contractor shall not be required to rebate such amounts to the RTC when the Contractor takes the credit and/or realizes the refund.

(b) Carbon Credits -- In the event that the sale/purchase of a Vehicle may generate credits or other benefits associated with reductions in carbon emissions, exhaust or emissions banking or other credits or incentives or any kind as a result of environmental attributes associated with the deployment of battery electric buses, the RTC and the Contractor agree that one hundred percent (100%) of such incentives or credits shall be owned by the RTC.

SEC. 243 INTELLECTUAL PROPERTY

(a) Contractor Ownership -- The Contractor shall retain ownership of (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights

corresponding thereto throughout the world; and (4) any other proprietary rights (collectively, the "Intellectual Property") in or to the technology associated with the Vehicles supplied to the RTC under this Agreement.

(b) License to RTC – The Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property for purposes of operations and maintenance of the Vehicles supplied under this Agreement and for related governmental purposes, including carrying out its obligations under its grant from FTA for the Project. The RTC agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose.

(c) Use of Information -- The RTC may disclose information relating to or generated by the Intellectual Property as follows: (1) to the Service Contractor, but only to the extent necessary to allow such party to operate and/or maintain the Vehicles, and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; (2) to the professional consultants with whom the RTC contracts to carry out activities under the Project, but only to the extent necessary to allow such parties to carry out their contractual obligations to the RTC and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; and (3) to the FTA, to the extent necessary to carry out the FTA grant agreement and the Project. The RTC further agrees that it will not allow any third party to reverse engineer the Vehicle.

(d) Warranty – The Contractor warrants that it is the owner of the Intellectual Property, that it has the right to convey and grant the license described in subsection (b), and that the RTC's use thereof as contemplated in this Section, will not infringe upon any third party's proprietary rights. The Contractor further agrees to defend and indemnify the RTC against all costs and damages arising from claims by a third party that the RTC's use of the Intellectual Property infringes upon or violates such party's rights.

(e) Developed Data and Technology – Information and data developed or collected during the Project regarding Vehicle energy consumption, emissions reduction, operating cost and performance, and related matters shall be owned by the Contractor provided that Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, nontransferable license to use such information and data, subject to any rights of FTA under the grant agreement or Federal law or regulations. Any modifications or alterations to the Contractor's Intellectual Property made by the Contractor in the performance of this Agreement shall be owned by the Contractor.

ARTICLE III -- PAYMENT TERMS AND CONDITIONS

SEC. 301 CONTRACT PAY ITEMS AND PRICES

(a) Early Adopter Incentive Offer. On August 24, 2012, the Parties entered into an agreement for the purchase of four (4) Vehicles, one (1) Charging Station, and one (1) Stop Charger and related services. The Parties agree that Contractor shall salvage a list of specific parts outlined in Appendix H from all four Vehicles. In exchange, the RTC shall receive a credit of One Hundred Thousand Dollars (\$100,000.00) per Vehicle for a total of Four Hundred Thousand Dollars (\$400,000.00) towards the purchase of the Vehicles under this Agreement (“**Early Adopter Incentive Offer**”). The batteries of all four vehicles will be donated to the University of Nevada, Reno. Title of the Vehicles under the 2012 agreement shall be transferred to Contractor within thirty (30) days of execution of this Agreement.

(b) Vehicle, and Materials Prices -- The RTC shall pay the Contractor a total Contract Price of Four Million Five Hundred Seventy Seven Thousand Nineteen U.S. dollars (\$4,577,019 not including tax) which is composed of a credit and those items specified in Appendix E. At any time prior to the start of production of the Vehicle, Contractor may adjust the Base Unit Price using the US Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category 1413, “Trucks and Bus Bodies”, which shall be communicated to RTC in writing. Labor Rates for any work chargeable to RTC are based on the hourly rate of a Senior Field Service Technician, at \$145.00 per hour, subject to annual increase.

DESCRIPTION	UNIT PRICE	# OF UNITS	TOTAL PRICE
BUS & CONFIGURABLE OPTIONS			
Base bus (ZX5+, 450kWh)	\$896,033	4	\$3,584,132
Upgrade to the ZX5 Max (+450 kWh, 675kWh total)	\$113,000	4	\$452,000
Estimated RTC Washoe Configurables	\$205,131	4	\$820,524
Extended Warranty (Complete Bus: 2 years / 100,000 miles)	\$8,475	4	\$33,900
Sub-Total, Customer Configured Bus:	\$1,222,639	4	\$4,890,556
Early Adopter Incentive Offer	(\$100,000)	4	(\$400,000)
Sub-Total, Bus with Config, Warranty, & Discount	\$1,122,639	4	\$4,490,556
Diagnostic Tool Subscription		4	2,200
Freight		4	\$84,263
FINAL TOTAL			\$4,577,019

CONTRACT PRICE

\$4,577,019.00

(c) Full Compensation – Payment for the pay item listed in this Section shall constitute full compensation to complete the Work in conformity with this Agreement and shall constitute full compensation for all transportation costs (including delivery and unloading costs, insurance costs, import duties, taxes, and fees), sales taxes, title fees, insurance and indemnification obligations, and other associated costs incurred or assumed by the Contractor in providing the Vehicles, Shop Chargers, Materials, and otherwise carrying out the Work in accordance with this Agreement and the other Contract Documents. In addition, the payment of the Contract Price includes the operations and maintenance manuals and the training the Contractor is obligated to provide under Section 222 hereof.

(d) No Additional Compensation – The Contractor shall not be entitled to any additional compensation for restoring loss or repairing damage arising during the completion of the Work, for correcting deficiencies or defects in the Work, for the consequences of unforeseen events, or for the cost of warranty repairs, except as otherwise specifically provided in a Change Order issued by the RTC.

SEC. 302 PAYMENTS

(a) Schedule -- The RTC shall make payments to the Contractor for the Vehicles, and Materials identified in Section 301(a) in accordance with the following schedule: (1) Twenty-five percent (25%) of the Bus Unit Price when Bus enters the production line; and (2) a 25% payment per Bus when batteries are installed in a Bus; and (3) a 50% payment per Bus when Bus is accepted by RTC in accordance with the provisions of this Agreement.

(b) Audits --

(1) Authority to Audit -- The RTC (or its authorized representative) may perform audits so as not to interfere with timely processing of payment applications and invoices. If an audit indicates the Contractor has been overpaid, that overpayment will be credited against the next Payment due, or remitted in full by the Contractor.

(2) Change Orders -- Payment for work under Change Orders negotiated on a cost reimbursable basis shall be subject to RTC review and audit of the Contractor's records supporting the invoice.

(3) Maintenance of Records -- The Contractor shall maintain all records relating to performance of the Work, and shall make those records available for audit, inspection, and copying.

(c) Deductions from Payments -- In addition to the deductions provided for under subsection (b), the RTC shall deduct from each Payment the following:

- (1) any sums expended by the RTC in performing any of the Contractor's obligations under this Agreement which the Contractor has failed to perform; and
- (2) any other sums which the RTC is entitled to recover from the Contractor under the terms of this Agreement.

The failure by the RTC to deduct any of these sums from a Payment shall not constitute a waiver of the RTC's right to deduct or otherwise collect such sums.

SEC. 303 INVOICING

(a) Form and Content -- The Contractor shall submit invoices to the RTC in accordance with this Section. Each invoice shall be in the form and contain the contents set forth in Appendix G. Invoices based on delivery of the Vehicles shall be submitted within ten (10) Days after delivery, and invoices based on Acceptance shall be submitted within fifteen (15) Days after Acceptance. Invoices shall be submitted to:

Regional Transportation Commission
Attn: Accounts Payable
1105 Terminal Way, Suite 300
Reno, NV 89502
or accountspayable@rtcwashoe.com

A copy of the original invoice shall be provided by the Contractor to the RTC's Project Director.

(b) Payment -- Within thirty (30) Days after receipt of an invoice from the Contractor, that includes the required documentation, the RTC shall pay the invoiced amount to the Contractor All payments due under this Contract in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall be made by wire or EFT, unless otherwise mutually agreed in writing, to Proterra Operating Company, Inc., pursuant to the following wiring instructions:

Bank of America Merrill Lynch
Proterra Lockbox 741340
PO Box 741340
Los Angeles, CA 90074-1340
ABA Number: 1210-0035-8
Beneficiary Account Number: 1416800802
SWIFT: BOFAUS3N
Beneficiary Address: 1 Whitlee Ct., Greenville, SC 29607

(c) Withholding -- If the RTC objects to the payment of an invoice (or any portion thereof) or questions the sufficiency of the vouchers or documentation submitted, the RTC may withhold payment of the portion of the invoiced amount to which it objects and pay the balance. The RTC shall promptly notify the Contractor of this withholding, and the reasons therefore, and provide the Contractor with an opportunity to correct or resolve the issue presented. Any payment that is determined, pursuant to the dispute resolution process under Section 228, to have been unreasonably withheld or denied by the RTC will bear an interest at the Prime Rate from the due date of payment.

(d) Spare Parts -- The Contractor shall provide the RTC with a list and price schedule of recommended spare parts. Such payment will be made within fifteen (15) Days after the delivery of spare parts and/or equipment and receipt of a proper invoice.

SEC. 304 FINAL PAYMENT

(a) all warranties and guarantees are in full force and effect. The release and certification shall survive final payment. Final payment made in accordance with this subsection will be conclusive and binding against both parties to this Agreement on all questions relating to the amount of Work done and the compensation paid therefore, except as otherwise provided in subsection

(b) No Estoppel --

(1) In General -- The RTC shall not be precluded or estopped by any final payment to the Contractor:

(A) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages -- The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

///
///
///
///

SEC. 305 ENTIRE AGREEMENT

This Agreement constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter.

IN WITNESS WHEREOF, the RTC and the Contractor have executed this Agreement on _____, 2023.

By: _____
Bill Thomas
Executive Director
Regional Transportation Commission
of Washoe County, Nevada

By: _____
Chris Bailey, Chief
Business Officer
Proterra Operating Company, Inc.

SAMPLE

APPENDIX A
TECHNICAL SPECIFICATIONS FOR VEHICLES

SAMPLE



	Description	ZX5+	ZX5 MAX
Total Energy	kWh	492	738
Operating Efficiency*	kWh/mile	1.8-2.5	1.9-2.8
	MPGe	15-21	14-20
Operating Range*	Miles	160-240	220-340
Top Speed (Proterra-governed)	mph (per tire rating)	65	65
Acceleration (at SLW, seconds)	0 to 20 mph	6.2	6.5
	20 to 50 mph	22.8	24.8
Gradability (top speed at % grade, at SLW, mph)	5%	46	43
	10%	28	25
	15%	19	18
Max Grade (at SLW)		28%	25%
Horsepower	Peak	322	322
	Continuous	275	275
Motor	Single 240kW permanent magnet drive motor	•	•
Gearbox	4-speed EV transmission	•	•
Curb Weight	lbs	30,900	35,300
Max Gross Vehicle Weight Rating	lbs	43,650	43,650

CHARGING

Max Plug-in Charge Rate at 200A	kW	147	147
Max Plug-in Charge Rate at 300A	kW	221	221
Max Overhead Charge Rate at 500A	kW	370	370
Overhead Charging***	Miles replenished per 10 min**	24	21
	Est. time 0-80% at 450 kW	1.3 hrs	1.9 hrs
Plug-in Charging***	Est. time 0-80% at 150 kW	2.6 hrs	3.9 hrs
	Est. time 0-80% at 180 kW	1.9 hrs	2.9 hrs

VEHICLE DIMENSIONS

Length (over bumpers)	510"
Roof Height	129.5"
Width (without mirrors)	102"
Width (with mirrors)	116"
Wheelbase	296"
Approach Angle	9.3°
Breakover Angle	7.8°
Departure Angle	9.3°
Turning Radius	516"

*Operating range and efficiencies approximated from simulations based on Altoona testing results at SLW, and will vary with route conditions, weather, vehicle configuration and driver behavior.
 ** ProDrive powertrain efficiencies | *** Charge time will vary depending on charger type. Estimated charge time 0-80% as displayed on driver dashboard.

PROTERRA[®] ZX5

40 FOOT BATTERY-ELECTRIC TRANSIT BUS PLATFORM SPECIFICATIONS



	Description
INTERIOR	
Seating Capacity	40
Clear Door Width	Front 33.75", Rear 43.5"
Lighting	LED interior lighting system
Handles	Stainless-steel stanchion system
Stop Request	ADA pull cord or touch tape stop request
Doors	Sensitive edges on both front and rear door
Wipers	Electric wipers and washers
HVAC	Overhead integrated system
EXTERIOR	
Bus Body	Carbon-fiber-reinforced composite material
Tire Size	315/80R22.5
Exterior Lights	LED
BRAKES & SUSPENSION	
Braking System	Front & rear air disk brakes
Regenerative Braking	Standard
Traction	4-wheel ABS with traction control
Suspension	Multi-Link Air Ride rear suspension
ELECTRICAL SYSTEM	
Battery System	Integrated battery management system
Low Voltage	Two, Group 31 700 CCA 12v batteries
Charge Ports	J1772 CCS: One port standard at curb-side rear, 2nd port optional at street-side rear or curb-side front
Plug-in Charging	Universal standard J1772-CCS
Overhead Charging	Optional; Universal standard J3105
ADA	
	Two ADA locations, one on each side of the aisle directly behind the front wheels
	ADA securement system
	Front electrically operated wheelchair ramp (4:1, 6:1 slope)
	Rear door modesty panels
	Aisle width between front wheel wells: 35.7"
WARRANTY	
Vehicle	Complete Bus - 1 year or 50,000 miles Extended warranties and service contracts available upon request
Batteries	Standard: 6 years Extended: 12 years

APPENDIX B
TESTING PROCEDURES AND PROTOCOLS, INCLUDING ACCEPTANCE TESTING

SAMPLE

Vehicle Inspection Records

Vehicle Number:	
VIN Number:	

Note: Bus Series

Customer:	RTC
Vendor:	Proterra
Project Number:	

Quality Assurance Inspection

Road Test Data Summary Sheet

Inspector: _____ Customer: RTC
 Date: _____ Vehicle Number: _____
 VIN Number: _____

Step Height Front: _____ Inches Rear: _____ Inches
 Knee: _____ Inches Knee: _____ Inches

HVAC Ambient _____ ° F
 Interior _____ ° F

Decel @ 20 mph: _____ Feet Hand Brake: _____ Feet

Accel To 20 mph: _____ Seconds To 40 mph: _____ Seconds

Shift Speeds First: _____ mph Second: _____ mph
 Third: _____ mph Fourth: _____ mph
 O.D.: _____ mph Top Sp: _____ mph

Pump Down Primary: _____ PSI Secondary: _____ PSI

Recovery Time Primary: _____ minutes Secondary: _____ minutes

Attach Copy of Alignment Sheets

Inspector Comments:

Quality Assurance Inspection

Customer: RTC Inspector: _____
 Manufacturer: Proterra Date: _____
 Bus Number: _____ Project Number: _____

Engine Compartment

Inspection Requirement Description	OK	NR	Comments
<i>General:</i> Ensure that all air lines, hydraulic lines, water lines, reservoirs, and wiring are properly located and secured.			
<i>General:</i> Ensure that information, data, and warning decals are present.			
<i>General:</i> Inspect gauges and switches in compartment for mounting and operation.			
<i>Electrical junction panels:</i> Inspect where applicable, pre-check during assembly.			
<i>Electrical:</i> Check for proper sealant and tightness on electrical terminals.			
<i>Electrical:</i> Check wiring for interference and proper securement. Wiring is to be loomed in areas subject to chaffing.			

Comments:

Quality Assurance Inspection

Customer: RTC Inspector: _____
 Manufacturer: Proterra Bus Date: _____
 Number: _____ Project No.: _____

Vehicle Exterior

Inspection Requirement Description	OK	NR	Comments
Check and inspect the exterior paint and finish, starting at the entrance door and working around the vehicle in an organized fashion.			
Ensure that all exterior lights are functioning properly and have no visible damage.			
Inspect all exterior mirrors and brackets for proper clearance, operation, and no visible damage.			
<u>Paint</u> : Inspect body areas for paint over spray, sags, orange peel, and dry areas.			
<u>Decals</u> : Using the approved paint chart, verify that the proper logos, decals, and striping are present and applied in a high quality fashion. Inspect compartments and compartment doors for identification decals noting fuel, oil, battery, etc...			
<u>Windows</u> : Inspect for proper operation and no visible damage or scratches.			
<u>Bumpers</u> : Inspect front and rear bumpers for visible damage, along with proper mounting and alignment.			
<u>Exterior panels</u> : Check for proper spacing, alignment, and no visible damage.			
<u>Batteries</u> : Inspect for proper installation, type, and terminal wire integrity.			
<u>Roof structure</u> : Inspect roof for damage, sealing of hatches, paint adhesion, and installation of special items.			

Comments: _____

Quality Assurance Inspection

Customer: RTC Inspector: _____
 Manufacturer: Proterra Date: _____
 Number: _____ Project No.: _____

Vehicle Interior

Inspection Requirement Description	OK	NR	Comments
Inspect entrance door step well, grab rails, etc... Check driver's compartments for trash or debris, door fit, and safety equipment (flares, extinguisher, first-aid kit).			
Check lighting, both exterior and interior. Operate all lights and note any malfunctions. Check telltale alarm test panel and cycle to ensure proper operation. Note that all lights are activated when in proper cycle.			
Inspect interior paint, floor covering, and seat mountings. Look for trash behind longitudinal seats and at wheel housing areas. Inspect for over spray of paint and erratic paint lines. Ensure that all caulked seams are professional in appearance.			
Using approved seating chart, check for proper seating arrangement.			
Inspect all interior areas for sharp edges or protrusions.			
Check entrance and exit doors for proper fit and alignment, and ensure that door seals make proper contact. Cycle and check doors for proper operation, noting opening and closing speeds. Check passenger signal devices for proper operation.			
Cycle windshield wipers and washers for proper operation and coverage.			
Inspect destination signs for proper operation and correct readings as specified.			
Inspect heating, A/C systems for proper operation in all modes. Inspect grilles and filters for proper installation where applicable.			
Check sliding glass window operation.			
Ensure that steering wheel retainer nut is tight			
Ensure that the spare tire, wheel, and other parts, if applicable, are shipped with bus			
Inspect electrical wiring for proper installation and protection.			

Comments:

Quality Assurance Inspection

Customer: RTC Inspector: _____
 Manufacturer: Proterra Date: _____
 Bus Number: _____ Project No.: _____

Road Test

Inspection Requirement Description	OK	NR	Comments
Test brake interlock system, if available, and test kneeling system, including interlocks.			
Test maximum governed acceleration and record shift speeds.			
Test the operation of the HVAC system using ambient temperature as an index point.			
Check for noise, rattles, or other abnormal sounds or vibrations, particularly around the blower motors and other applications while vehicle is in motion.			
Check steering and general handling of the vehicle on dry pavement.			
Verify that towing provisions (hooks, eyes, or other specified adapters) are present.			
Check operation of Regenerative Braking system.			
Check parking brake for proper operation.			
Verify that the turning radius is as specified, in both directions.			
Cycle windshield wipers and washers. Verify proper operation and coverage.			
After the road test, ensure that there are no visible leaks in the APU compartment.			
Obtain curb weight certificate and alignment sheets. Attach to inspection packet.			
Ensure that the FMVSS certification sticker or plate is affixed to the vehicle.			

Comments:

Quality Assurance Inspection

Today's date: _____



U.S. Department of Transportation
Federal Transit Administration

ROAD TEST SHEET

Guide for Inspection:
The Following Items Should Be Inspected
on Every Coach of Each Order

Coach Manufacturer Proterra
Coach Number _____
Test Location _____

Item	Requirement	Inspection Instruction	Result	Inspector	Remarks / Notes
Service Brakes	Stopping Distance	Verify function and indicator, check for pulling to either side	Pass		
Parking Brake	N/A	Verify indicator and no movement	Pass		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass		
Turning Radius	Not to exceed _____ at corner of body	Verify turning radius in both directions	Pass		
Acceleration	_____ rate from 0 to _____ mph	Verify acceleration on smooth road	Pass		
Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations and rattles	Pass		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass		
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for abnormal noises	Pass		
HVAC	Interior temperature	Operate system, check internal and ambient temperature	Pass		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake interlocks with door open	Pass		
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass		

Comments:

Quality Assurance Inspection

Customer: RTC Inspector: _____
 Manufacturer: Proterra Bus Date: _____
 Number: _____ Project No.: _____

Vehicle Understructure

Inspection Requirement Description	OK	NR	Comments
<u>Inspect understructure of the coach:</u> Air suspension, steering components, air bellows, mounting, leveling valves, control units, shock absorber mounting, and interference at the bellows.			
<u>Lines and wiring harness:</u> All lines and wiring harnesses are to be secured and protected by plastic loom and secured in areas subjected to stress and chaffing. Check for seal around lines and harnesses passing through floor areas.			
<u>Undercoating / Corrosion Protection:</u> Check that understructure body areas have undercoating compound applied. Pay particular attention to wheel wells and other hidden areas.			
<u>Undercoating / Corrosion Protection:</u> Check for proper masking of switches, solenoids, lube fittings and bellows.			
<u>Undercoating / Corrosion Protection:</u> Check for undercoating over-spray on air dryer, prop shaft, and brake drum areas. Ensure that all masking is removed.			
<u>General:</u> Inspect wheelchair ramp for dust shields, secured wiring, air-lines, and hydraulic tubing.			
<u>General:</u> Check air reservoirs and mountings.			
<u>General:</u> Inspect all underside areas for fluid leakage, audible air leaks, proper attachment of splash shields, and proper attachment of skirting and closeout panels.			
<u>General:</u> Check brake calipers and lug nuts for proper tolerances and torque.			
<u>Batteries:</u> Check for proper battery pack installation.			

Comments: _____

Quality Assurance Inspection

Customer: RTC Inspector: _____
 Manufacturer: Proterra Date: _____
 Numbers: _____ Project No.: _____

Water Leak Test

Inspection Requirement Description	OK	NR	Comments
Subject the vehicle to a water test for a minimum duration of 45 minutes.			
Ensure that there are no leaks present around the windshield seals.			
Verify that all doors seal properly at the top, bottom, sides, and edges and that there are no visible leaks present.			
Check all windows for proper sealing and that there are no visible leaks present.			
Check overhead compartments to verify that the roof and roof mounted units are properly sealed with no visible leaks present.			
Check overhead escape hatches for proper operation and sealing.			
While the bus is in motion, verify that there are no residual water leaks present.			

Comments: _____

Quality Assurance Inspection

Customer: RTC Inspector: _____
 Manufacturer: Proterra Date: _____
 Number: _____ Project No.: _____

Wheelchair Ramp

Inspection Requirement Description	OK	NR	Comments
Inspect wheelchair ramp for proper operation.			
Attempt to cycle ramp with weight on the platform.			
Test the operation of the sensitive edges, if applicable.			
Check to see if the ramp can be stowed with weight on the ramp.			
Verify that the vehicle does not move with the ramp deployed and that all specified interlock functions are working properly.			
Check the operation of the warning indicators.			
Inspect wheelchair securements.			
Check the operation of the call bell at the wheelchair location.			
Check the operation of the public address system.			

Comments: _____

Quality Assurance Inspection



U.S. Department of Transportation
Federal Transit Administration

VISUAL INSPECTION SHEET

Guide for Inspection: Coach Manufacturer Proterra
The Following Items Should Be Inspected Coach Number _____
on Every Coach of Each Order Test Location _____

Item	Requirement	Inspection Instruction	Result	Inspector Date is below	Remarks / Notes
Curb Weight	Maximum curb weight of _____ lb.	Measure on certified scale	Weight _____		
FMVSS Stickers	Affixed to vehicle	Locate sticker	Pass		
Finish and Color	Smooth body surfaces and paint	Visually inspect all surfaces for flaws	Pass		
Interior Panel Fastening	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass		
Door Control	Opening time of _____ seconds	Verify door opening time frame	Pass		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, & lug nuts	Pass		
Electrical	Wiring and junction boxes	Inspect for loose or stretched wires	Pass		
Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass		
HVAC	Capacity and performance	Operate AC, check compressor, condenser, flow, and temperature	Pass		
Wheelchair Access	Clear lift or ramp access, and securement area	Operate lift or ramp, inspect operation, measure areas	Pass		
Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit	Pass		

Inspection Write-Up: _____

Date: _____

Quality Assurance Inspection

Customer: RTC Inspector: _____
 Manufacturer: New Flyer Date: _____
 Bus Number: _____ Project No.: _____

Drive Motor

Inspection Requirement Description	OK	NR	Comments
Installation & Mounting			
Harnesses			

Drive Batteries

Inspection Requirement Description	OK	NR	Comments
Installation & Mounting			
Harnesses			
Cooling System			

Comments: _____

Quality Assurance Inspection

Vehicle Release Form

**Coach / Unit
Number:**

**Vehicle
Identification No.:**

**Date
On Line:**

**Date
Off Line:**

**Date Presented
For Final:**

**Date Accepted for
Delivery:**

**Date Shipped
To Customer:**

**Inspector's
Signature:**

Vehicle released for shipment only. Final acceptance can only be made by the customer upon delivery to the customer's designated location in accordance with contract language.

Quality Assurance Inspection

Bus Number: _____ **Odometer:** 326.1 _____

Received – Signature & Date: _____

Inspected – Signature & Date: _____

Buy Back – Signature & Date: _____

Items transferred to “Noted Defects / Problems” list – Signature & Date:

EXTERIOR – FRONT

✓ Check When Inspected

<input type="checkbox"/> Body and Paint Decals ___	<input type="checkbox"/> Lights ___	<input type="checkbox"/> Air Chuck ___
<input type="checkbox"/> Windshield ___	<input type="checkbox"/> Mirrors ___	<input type="checkbox"/> License Plate Mount ___
<input type="checkbox"/> Wipers and Washers ___	<input type="checkbox"/> Headsign Glass ___	<input type="checkbox"/> Headsign & Run # Sign ___
<input type="checkbox"/> Bike Rack ___	<input type="checkbox"/> Bumper ___	

EXTERIOR – ROADSIDE

✓ Check When Inspected

<input type="checkbox"/> Windshield Body and Paint Decals ___	<input type="checkbox"/> Lights ___	<input type="checkbox"/> Fender Flares ___
<input type="checkbox"/> Operator Window ___	<input type="checkbox"/> Wheels, Tires, Lugs, Passenger Windows, Ext. Compt. Panels ___	<input type="checkbox"/> Rub Rail ___
<input type="checkbox"/> Electrical J Box ___		
<input type="checkbox"/> Radiator Area ___		

Comments:

Quality Assurance Inspection

EXTERIOR - UNDERCARRIAGE

✓ **Check When Inspected**

<input type="checkbox"/> Front Suspension ___	<input type="checkbox"/> Rear Suspension ___	<input type="checkbox"/> Eng. & Mountings ___
<input type="checkbox"/> Front Brakes/Hoses ___	<input type="checkbox"/> Rear Brakes ___	<input type="checkbox"/> Trans. & Mounting ___
<input type="checkbox"/> Steering ___	<input type="checkbox"/> Differential ___	<input type="checkbox"/> Leaks/Fluid, Air, Tires ___
<input type="checkbox"/> Lines and Harnesses ___	<input type="checkbox"/> Driveline ___	<input type="checkbox"/> Wheel Chair Ramp ___
<input type="checkbox"/> Mud Flaps ___	<input type="checkbox"/> Air Tanks Drain ___	<input type="checkbox"/> Battery Pack Mounting ___

INTERIOR – PASSENGER AREA

✓ **Check When Inspected**

<input type="checkbox"/> Body, Paint, & Decals ___	<input type="checkbox"/> Emergency Exits Step Wells ___	<input type="checkbox"/> Stop Request System ___
<input type="checkbox"/> Modesty Panels ___	<input type="checkbox"/> Interior Lights ___	<input type="checkbox"/> A/C Components ___
<input type="checkbox"/> W/C Seats & Belts ___	<input type="checkbox"/> Access Panels ___	<input type="checkbox"/> Multiplex Controls ___
<input type="checkbox"/> Pass Seating & Assists ___	<input type="checkbox"/> Passenger Windows ___	<input type="checkbox"/> Emergency Exits ___
<input type="checkbox"/> Ceiling Panels ___	<input type="checkbox"/> Flooring ___	<input type="checkbox"/> Mirrors ___
<input type="checkbox"/> Grab Rail/Stanchions ___		

Comments:

Quality Assurance Inspection

INTERIOR – OPERATOR AREA & FUNCTION TEST

✓ Check When Inspected

- | | | |
|---|--|---|
| <input type="radio"/> Body, Paint, & Decals ___ | <input type="radio"/> W/C Life or Ramp Controls, Indicators, Alarms, Gauges___ | <input type="radio"/> Reflectors, Fire Ext. ___ |
| <input type="radio"/> Handrails ___ | <input type="radio"/> Lights, SAS___ | <input type="radio"/> HVAC Operation___ |
| <input type="radio"/> Doors & Controls ___ | <input type="radio"/> VIN Info Plate ___ | <input type="radio"/> Operator Locker___ |
| <input type="radio"/> Operator. Workstation___ | <input type="radio"/> ABS System Test___ | <input type="radio"/> Light Function Test___ |
| <input type="radio"/> Seat Belts___ | <input type="radio"/> D-2 Gov. Settings___ | <input type="radio"/> Interlocks___ |
| <input type="radio"/> Air Leak/ Brake Test___ | <input type="radio"/> PA, Stop Request___ | <input type="radio"/> Kneeling System___ |
| <input type="radio"/> I/O System Test___ | | |
| <input type="radio"/> Security Monitor___ | | |

ROAD TEST

✓ Check When Inspected

- | | | |
|---|---|---|
| <input type="radio"/> Noise Levels ___ | <input type="radio"/> Check Consumables ___ | <input type="radio"/> Performance/Top Speed ___ |
| <input type="radio"/> Noise & Rattles ___ | <input type="radio"/> Wipers/Washers ___ | <input type="radio"/> Handling ___ |
| <input type="radio"/> Brakes ___ | <input type="radio"/> HVAC System ___ | <input type="radio"/> Interlock ___ |
| <input type="radio"/> Steering ___ | <input type="radio"/> Defroster ___ | <input type="radio"/> Speedometer ___ |

Comments:

Quality Assurance Inspection

Bus Number: _____

_____ 1. Defect: _____

_____ Repair: _____

_____ 2. Defect: _____

_____ Repair: _____

_____ 3. Defect: _____

_____ Repair: _____

_____ 4. Defect: _____

_____ Repair: _____

_____ 5. Defect: _____

_____ Repair: _____

_____ 6. Defect: _____

_____ Repair: _____

_____ 7. Defect: _____

_____ Repair: _____

_____ 8. Defect: _____

_____ Repair: _____

Quality Assurance Inspection

Bus Number: _____

_____ 9. Defect: _____

Repair: _____

_____ 10. Defect: _____

Repair: _____

_____ 11. Defect: _____

Repair: _____

_____ 12. Defect: _____

Repair: _____

_____ 13. Defect: _____

Repair: _____

_____ 14. Defect: _____

Repair: _____

_____ 15. Defect: _____

Repair: _____

_____ 16. Defect: _____

Repair: _____

Quality Assurance Inspection

Bus Number: _____

_____ 17. Defect: _____

Repair: _____

_____ 18. Defect: _____

Repair: _____

_____ 19. Defect: _____

Repair: _____

_____ 20. Defect: _____

Repair: _____

_____ 21. Defect: _____

Repair: _____

_____ 22. Defect: _____

Repair: _____

_____ 23. Defect: _____

Repair: _____

_____ 24. Defect: _____

Repair: _____

Quality Assurance Inspection

Bus Number: _____

_____ 25. Defect: _____

_____ Repair: _____

_____ 26. Defect: _____

_____ Repair: _____

_____ 27. Defect: _____

_____ Repair: _____

_____ 28. Defect: _____

_____ Repair: _____

_____ 29. Defect: _____

_____ Repair: _____

_____ 30. Defect: _____

_____ Repair: _____

_____ 31. Defect: _____

_____ Repair: _____

_____ 32. Defect: _____

_____ Repair: _____

Quality Assurance Inspection

Bus Number: _____

_____ 33. Defect: _____

Repair: _____

_____ 34. Defect: _____

Repair: _____

_____ 35. Defect: _____

Repair: _____

_____ 36. Defect: _____

Repair: _____

_____ 37. Defect: _____

Repair: _____

_____ 38. Defect: _____

Repair: _____

_____ 39. Defect: _____

Repair: _____

_____ 40. Defect: _____

Repair: _____

Quality Assurance Inspection

Bus Number: _____

_____ 41. Defect: _____

Repair: _____

_____ 42. Defect: _____

Repair: _____

_____ 43. Defect: _____

Repair: _____

_____ 44. Defect: _____

Repair: _____

_____ 45. Defect: _____

Repair: _____

_____ 46. Defect: _____

Repair: _____

_____ 47. Defect: _____

Repair: _____

_____ 48. Defect: _____

Repair: _____

Quality Assurance Inspection

Bus Number: _____

_____ 49 .Defect: _____

Repair: _____

_____ 50.Defect: _____

Repair: _____

_____ 51.Defect: _____

Repair: _____

_____ 52.Defect: _____

Repair: _____

_____ 53.Defect: _____

Repair: _____

_____ 54.Defect: _____

Repair: _____

_____ 55.Defect: _____

Repair: _____

_____ 56.Defect: _____

Repair: _____

May 29, 2020

XXXXX

Senior Technical Transit Planner
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 200
Reno, NV 89502

Re: Quote to Provide Bus Line Inspection and Post-Delivery Buy America Audit Services for Regional Transportation Commission of Washoe County's Upcoming Proterra Procurement of 2 40-Ft. Battery Electric Low Floor Transit Buses

Dear XXXXX:

TRC Engineering Services, LLC (formerly branded Transit Resource Center) is pleased to provide Regional Transportation Commission of Washoe County a revised quote to provide Bus Line Inspection and Post-Delivery Buy America Audit Services for two (2) 40-Ft. battery electric low floor transit buses being manufactured at Proterra's plant in City of Industry, CA.

TRC is a nationwide consulting organization specializing in transit industry vehicle engineering and maintenance consulting services. We are now in our 29th year of business and have become a leading company in the U.S. that provides transit vehicle engineering support services, including in-plant quality assurance inspections.

TRC has a large staff of seasoned bus inspectors who successfully carry out bus line inspection services at manufacturing plants across the U.S., Canada, and Europe. We have inspected over 20,000 new buses. Inspections have been provided on all classes of buses and transit vehicles.

Over the past 29 years, TRC has successfully worked with nearly every manufacturer that provides transit buses to the North American market, with a large portion of bus inspection services at the Proterra plant in City of Industry, CA. Our nationally known inspection team is the finest in the nation and has worked with transit agencies of all sizes.

XXXXX

May 29, 2020

Page Two

PROPOSED STAFFING & CONTACT INFORMATION

In carrying out a successful bus inspection project, the quality, experience, and integrity of the staff members actually assigned to the project are the keys to success. They make the difference between absolute quality results versus average or indifferent outcomes. Below is a proposed staffing list, along with contact information, of TRC's staff members who will be assigned to Regional Transportation Commission of Washoe County's Proterra bus manufacturing project.

- **Paul Germo**, *Project Manager*, paulgermo@gmail.com, 320-492-1391
- **Frank Dopp**, *Resident Inspector*, 407-977-4500
- **Robin Thompson**, *Buy America Analyst*, tranrcsupport@earthlink.net, 321-696-2433
- **Tara Howard**, *Business Development*, trc@trcengineering.net, 407-977-4500 x. 20

TRC'S TECHNICAL APPROACH TO BUS INSPECTIONS

TRC will take the following technical approach for inspecting Regional Transportation Commission of Washoe County's newly procured Proterra transit buses:

Task 1: Project Kickoff and Production Activities

- TRC's resident inspector will attend a pre-production meeting with representatives from RTC and the manufacturer to review all preparations for the project startup
- TRC's resident inspector will review the manufacturing procedures with specific attention to RTC's build specifications.
- TRC will meet with the manufacturer's production manager to identify and inspect all major components and sub-assemblies intended for use on RTC.

Task 2: Review Internal Quality Control

- TRC will review the manufacturer's internal Quality Control Program at the outset of the project to ensure that the program is complete, that it has been fully activated, and that it is being consistently and continually maintained.
- TRC will record the findings from QC system audits on an Internal Audit Form, and report the findings to RTC.
- Any deficiencies will be corrected on each vehicle before sign-off, and the information will be documented in a final report to RTC.

XXXXX

May 29, 2020

Page Three

Task 3: Inspection of Bus Production

- TRC's inspection team will monitor all phases of production, testing, and pre-delivery activities at the Proterra plant located in City of Industry, CA.
- Our inspection team will have available a checklist of items, all specifications, and contract documents enabling them to conduct a comprehensive configuration audit on the buses.
- Upon completion of the production of each unit and conditional acceptance by the Resident Inspectors, each vehicle will be given a final review for compliance with contract specifications.
- Any discrepancies or defective items discovered will be called to the attention of the manufacturer's Quality Assurance Representative. These deficiencies will be corrected on each vehicle and the information will be documented in a final report to RTC.

Task 4: Production Meetings & Open Issues

- The resident inspector's primary goal is to have the manufacturer correct each production fault in order to comply with quality standards and specification requirements. Each fault that has not been corrected by week's end is placed on TRC's Defect Sheet and included in Weekly Reports to RTC.
- In cases where the manufacturer refuses to correct a noted deficiency, TRC's project manager will intervene.
- RTC will be notified and a decision will be made to either allow the deficiency or to have the manufacturer correct it.
- Upon completion of the production of each unit, and conditional acceptance by the resident inspector, each vehicle will be given a final review for compliance with RTC's contract specifications.
- Any discrepancies or defective items discovered will be called to the attention of the manufacturer's quality assurance representative.
- These deficiencies will be corrected on each vehicle, and the information will be documented in a final report to RTC.

Task 5: Post Delivery Buy America Audit

- After the completion of post-delivery inspections and conditional acceptance testing of RTC's vehicles, TRC will prepare a Post-Delivery Buy America Audit report for the bus order.
- The Post-Delivery Buy America Audit report will be distributed to RTC following the receipt of all Buy America reporting materials from the manufacturer and production of the last bus that has been accepted and delivered to RTC.
- TRC's Post-Delivery Buy America Report will be submitted to RTC in PDF format via email and printed copies mailed to RTC's project manager.

Task 6: Communications and Reports

- As part of TRC's Quality Assurance Program for RTC's Proterra bus builds, a historical record will be provided for each vehicle. We will highlight specific problems observed and encountered, and their disposition in our Weekly Progress Reports.
- Should RTC request, a series of photographs will be sent to RTC to assist in the visualization of Proterra's production status.
- TRC will contact RTC's project manager (or other designated representative) at least once per week to discuss the status of any unresolved production issues and other updates or information to be relayed to RTC.
- Of course, should any urgent issues arise during production, TRC's inspection team will promptly contact Regional Transportation Commission of Washoe County's project manager.

PRICE PROPOSAL

TRC's price for the Bus Line Inspection Services and Post-Delivery Buy America Audit Services outlined in this proposal is as follows:

	Quantity	Total
Bus Inspection Services for RTC: Two (2) 40-Ft. Battery Electric Buses	2	\$xx.xx
Post-Delivery Buy America Audit Report	1	\$xx.xx
Quote Total		\$xx.xx

**TRC's prices are inclusive of all labor, expenses, and overhead.*

IMPORTANT INFORMATION ON BUY AMERICA

Effective March 21, 2017, the Federal Transit Administration implemented **new regulations for conducting Buy America Audits**. These regulations require a much deeper level of investigation than previously required, and will no longer ship records off-site to auditors' offices. Because of this, TRC's Costs has increased due to travel costs and labor to comply with the FTA's new regulations.

TRC advises clients to make sure that all bidders provide assurance that they are prepared to conduct your Buy America Audits in accordance with the new FTA regulations.

We look forward to the prospect of working with Regional Transportation Commission of Washoe County. Should you have any questions regarding this proposal, please contact me by phone at (407) 977-4500.

Respectfully submitted,

TRC ENGINEERING SERVICES, LLC



Edward W. Pigman
President

**APPENDIX C
CHANGE ORDER FORM**



CHANGE ORDER

Customer:
 Change No.: CD-
 Date:
 Contract Number

Item #	DESCRIPTION OF CHANGE	DECREASE	INCREASE
1	<input type="text"/>		
2	<input type="text"/>		
3	<input type="text"/>		
4	<input type="text"/>		
5	<input type="text"/>		

Total Cost of Change	\$ 0.00	\$ 0.00
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Reason For Change:

Current Contract Sum	<input type="text"/>
Total Cost of Change Order	\$ 0.00
New Contract Sum	\$ 0.00

This Change Order hereby amends the contract dated between Proterra Operating Company, Inc. and . This Change Order is the entire agreement between the parties with respect to the subject matter of this Change Order. Except as expressly modified or changed herein, all terms and provisions of the Agreement remain in full force and effect and govern this Change Order.

PROTERRA OPERATING COMPANY, INC.:

Signed: _____	Signed: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

APPENDIX D
WARRANTY PROVISIONS

SAMPLE



Proterra Transit Warranty Manual

Service, Parts and Warranty Policies and Procedures

Proterra Transit Bus

Revised d

SAMPLE

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DEFINITIONS

Complete Vehicle – All components that make up the Complete Vehicle as delivered within the Bill of Materials (BOM).

Configuration – The items selected as optional content by the Customer making up their Complete Vehicle.

Customer – The original purchaser/lessee.

Parts – Spare parts and materials purchased through Proterra’s Parts Operations.

Proterra – Proterra, Inc., manufacturer of Proterra EV Transit Buses, Battery Systems, and Energy Solutions and the guarantor of the Warranty terms herein.

Provider – A business entity that is party to a Proterra Authorized Warranty Provider Agreement or an approved Customer’s Service Center.

Warranty – The warranty terms and conditions specified within this document.

Battery Pack Warranty Definitions:

- **“Gross Discharge Throughput”** means the total energy discharged through the Battery Pack during its life, including energy from external chargers and energy recuperated from regenerative braking. The Gross Discharge Throughput will be tracked by the BMS at the Battery Pack level and reported through the onboard vehicle telemetry system.
- **“Nameplate Energy”** means the amount of energy stated in the specifications, bid proposal, and/or contract, divided by the number of Battery Packs (e.g., 4 Battery Packs at 400 kWh would have 100 kWh nameplate energy per Battery Pack).
- **“Available Energy”** means the amount of energy available between 0% state of charge (“SOC”) - This information can be obtained using the Proterra diagnostic tool and a snapshot thereof must accompany any battery claims.

SAMPLE

PROTERRA TRANSIT BUS COMPLETE VEHICLE LIMITED WARRANTY

Proterra, Inc. (“**Proterra**”) warrants to the original purchaser/lessee (“**Customer**”) that its Proterra Battery Electric Transit Bus will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts with either new, or re-certified parts when available, subject to the terms and conditions set forth herein.

NOTE: This Warranty does not include Proterra High Voltage Battery Packs. Please refer to the [Battery Pack Limited Warranty](#) section.

The final determination of required repairs or parts replacement shall be the sole discretion of Proterra. This Proterra Bus New Vehicle Limited Warranty (“**Warranty**”) is a limited warranty subject to the terms and conditions stated in the sections below.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

This Warranty is comprised of two sections; Section **A** applies to the Complete Vehicle, Unitized Structure, and Structural Systems. **Section B** applies to the Major Components specified within that Section.

Proterra will reimburse the customer for the parts and labor as published in the Proterra Standard Repair Time Guide (“**SRT**”) and shall follow local ordinances as necessary **and if applicable in accordance with the terms of this warranty** and the purchase/lease agreement, along with associated freight costs to **provide required replacement parts during the warranty time period** identified below.

Warranty repairs may be performed **by the Customer, Provider, or Proterra only and must adhere to** the terms and conditions outlined in the following statement of warranty. **All components replaced under the warranty are exclusive property of Proterra Inc. and must be returned following the procedures set forth in the “Part Return” section of this manual.**

Proterra, at its sole discretion **or as part of a Proterra Service Plan, may perform warranty repairs** at the Customer location. Costs associated with these repairs **will be at the expense of Proterra during standard operating hours.** Emergency afterhours warranty support may be performed at the request of the Customer for a fee. See Proterra Service Support Plans for more information.

At Proterra, safety is of the utmost importance for our customers and our employees. **Therefore, we require our customers to have and maintain the necessary safety equipment, in accordance with state and local OSHA regulations, for the use of any Proterra employee, or authorized provider, that may be performing or assisting with repairs at the Customer’s location.** This includes but is not limited to, fall restraints, proper **lifting equipment and jack stands.**

Proterra employees will not be **permitted to perform any repairs without the necessary safety equipment** being provided.

WARRANTY TERMS SECTION A –PRO TERRA TRANSIT BUS – STANDARD BASE WARRANTY COVERAGE

This section includes manufactured or assembled components and systems, including some purchased assemblies listed below.

<p>Proterra Complete Vehicle Limited Warranty 1 Year / 50,000 Miles, whichever occurs first. (1 Year / 80,467 Kilometers, whichever occurs first).</p>	<p>Coverage includes all components and workmanship that were provided with the Complete Vehicle from the factory.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Normal maintenance items or wearable items including, but not limited to, brake pads, filters, light bulbs, fuses, circuit breakers, bushings, or any consumable items that are the sole responsibility of the Customer • Provided Customer Equipment, including but not limited to, cameras, fare boxes, counters, and ITS components. • Adjustments, Alignments and/or loose hardware after the first 90 days following vehicle acceptance.
<p>Vehicle Structural Warranty 3 Year / 150,000 Miles, whichever occurs first. (3 Year / 241,401 Kilometers, whichever occurs first).</p>	<p>Includes the structural elements of the following: Suspension, Front & Rear, Powertrain Cradle, Including Support Members.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Physically damaged components due to accidents or other impacts. • Modified/Repaired components that were damaged and repaired after collision.
<p>Body Warranty (Unitized Composite Body) 12 Year / 500,000 Miles, whichever occurs first. (12 Year / 804,672 Kilometers, whichever occurs first).</p>	<p>This warranty covers defects that occur in the structural layers of the bus body, including the laminate and balsa core.</p> <p>This warranty does not cover defects to non-structural members, including without limitation superficial cracks in the gel coat or skin coat surface layers of the bus body.</p> <p>For more information regarding gel coat and skin coat cracks, please refer to the Proterra Gel Coat Crack Inspection Guidelines available from your Service representative.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Non-structural members. • Physical damage due to accidents or other impacts. • Modified/Repaired components that were damaged and repaired after collision.

WARRANTY TERMS SECTION B – PROTERRA TRANSIT BUS – STANDARD MAJOR COMPONENT COVERAGE –2YR/100K

This section includes major components purchased and installed by Proterra and listed below and is guided by the manufacture warranty. Each item listed in Section B is covered for 2 years or 100,000 miles (160,934 Kilometers), whichever occurs first.

<p>Propulsion System Warranty</p>	<p>System Components including but not limited to; Traction Motor, Traction Motor Inverter, Transmission, Drive Shaft, Output Flange, Differential, Gearboxes, Planetary Sets, and Axle shafts, Oil pump(s), and all internally lubricated parts.</p> <p>Excludes: Lack of maintenance and/or physically damaged components</p>
<p>HV Power Electronics and HV Cooling Warranty</p>	<p>System Components including but not limited to, VFD, DC-DC, HV Junction Box, Radiator, and Battery Coolant Pump(s), Contactors, Shunts and Buss Bars.</p> <p>Excludes: Lack of maintenance and/or physically damaged components</p>
<p>HVAC Warranty</p>	<p>System Components including but not limited to, Condenser, Compressor, Controller, HVAC Inverter, Evaporator, Receiver/Drier, Blower Fan, Ducting, Thermostat/Thermistor, VFD, and related Sensors and Switches.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Maintenance items/filters • Debris from external sources (e.g. leaves, dust/dirt) • Routine Recharge/System Tests • Lack of maintenance • Physically damaged components
<p>Control Systems & Driver Convenience Warranty</p>	<p>System Components including but not limited to, ZR Vehicle Controller, Multiplex, Powertrain Controller, D-MUX, Charge Controller, WCCM (Pantograph), Factory Telemetry/Data Logger, Ride Height Controller, Body Controller, Defroster and Blower Motor, Driver Workplace Controls and Switches,</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Modifications to system architecture • Physically damaged components
<p>Chassis System Warranty</p>	<p>System Components including but not limited to, ABS Controller, Air Bags/Shocks, Ride Height Linkage/Sensors, Ride Height Controller, Ride Height Manifold, Air Compressor, Air Dryer, Brake Calipers, Wheel Speed Sensors, Power Steering Motor and Pump, Steering Linkage and Gear.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Air Compressor Filter & Oil Separator Maintenance • Lack of maintenance • Physically damaged components
<p>Auxiliary Heater Warranty</p>	<p>System Components limited to added components within the Auxiliary Heating Option if selected by the Customer. This includes, Auxiliary Heating Unit, Aux. Heat Fuel System Components, Aux. Blower Motor(s), Aux. Ducting, Aux. Thermistor(s), and Aux. Control(s) as equipped per specification.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Maintenance items/filters • Debris from external sources (e.g. leaves, dust/dirt) • Lack of maintenance • Physically damaged components

<p>Configuration Package Warranty</p>	<p>Subsystem Components including but not limited to, Wheelchair Access Ramp(s), Wheelchair Securement System(s), Door System(s), Windows, Destination Signs, Fire Suppression System, and Seating. This includes associated components within each system ordered and identified by the Sales Contract.</p> <p>This is contract-specific coverage based on Customer's selected Options.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Glass breakage, wear and tear • Refilling and/or certification of fire suppression bottles • Seat Covers and Upholstery • Physically damaged components
<p>Proterra Datalogger Limited Warranty</p> <p>12 Years / 500,000 Miles, whichever occurs first.</p>	<p>Coverage is limited to the Datalogger unit and the ability to capture and deliver information used in the troubleshooting of the vehicle.</p>

SAMPLE

WHAT IS NOT COVERED

The following conditions are not covered by this Warranty:

- Alteration or modification of any part of the Product with any third-party item,
- Misuse or negligent use of the bus, including but not limited to Customer's, or a third-party's, failure to follow Protterra's Operating Manual,
- Intentional or accidental collision and/or other physical damage.
- Acts of Nature,
- Neglect or Failure to perform the Preventative Maintenance as outlined in the maintenance documentation for the Product,
- Unauthorized use or operation outside of the terms and conditions of the applicable lease contract,
- Improper maintenance and repair, or
- Intentional acts of destruction, tampering or vandalism.
- Adjustments and Alignments past the first 90 days after the bus is delivered to the Customer's site.
- Normal maintenance items or wearable items including, but not limited to, brake pads, filters, lightbulbs, fuses, circuit breakers, bushings, or any consumable items.
- Oil, coolant, refrigerant **and other fluids are not covered except when used in conjunction** with a covered repair as identified in the Protterra **Service Manual**.
- Any physical damage to **Product while in transit to Customer site. This includes shipping damage** by carrier delivering a bus. Any damage incurred **while in transit will require a claim being filed to the transportation company.**
- Body paint and/or vehicle **wraps are not covered by this Warranty. The application of paint or wrap to the Vehicle exterior vary by each purchase agreement. Coverage will be in accordance with the selected options and vendor products. Please refer to the Purchase Agreement for more information.**
- Superficial gel or skin coat **cracks found in the surface layer of the unitized composite bus body.**
- Facility charges to perform **repairs. This includes, but is not limited to, shop supply charges, bay rental fees, equipment rental, or any other shop or tool expense.**

LOW VOLTAGE BATTERY POLICY

Protterra warrants the original **12/24V low voltage batteries during the first 90-day period upon delivery** of the Protterra Bus and is not extendable. No claims for these **batteries will be accepted after the original 90-day period.**

For approved low voltage battery **replacements during the Warranty period, Customer shall acquire** battery at their local vendor and submit for reimbursement through **the Warranty Claim submission process outlined within this manual.** Customer is advised to contact their local battery vendor for **replacement low voltage batteries when required. Protterra will not sell** nor ship low voltage batteries through its Service Parts Operation.

Any subsequent battery failures will be subject to the warranty terms provided from the local battery vendor.

LIMITED BATTERY SYSTEM WARRANTY

Subject to the terms, conditions and limitations set forth in this Proterra Limited Battery System Warranty (the “**Warranty**”), including, without limitation, the Approved Use Conditions, Proterra Operating Company, Inc. (“**Proterra**”) warrants to the original purchaser (the “**Buyer**”) of the Proterra battery electric bus (the “**Bus**”), that Proterra’s high voltage battery system containing one or more battery packs (the “**Battery System**”) (i) will be free from defects in materials and workmanship, and (ii) will meet the retained energy commitment shown below.

This Warranty covers the parts, labor (if applicable and in accordance with the terms of this Warranty and/or any purchase or lease agreement), and freight costs incurred during the Warranty Period.

This Warranty only applies to Battery Systems installed on Proterra Buses purchased pursuant to an agreement between Proterra and Buyer.

Proterra, or a Proterra-qualified technician, will perform all necessary repairs to the Battery System. The Battery System may be serviced by the Buyer, or a third-party maintenance provider, provided Buyer or such third-party maintenance provider has completed the proper factory training and has been successfully qualified or certified by Proterra to service the Battery System. Any servicing of the Battery System by the Buyer, or any third-party maintenance provider, without having become Proterra qualified or certified will void the Warranty.

It is the Buyer’s sole responsibility to notify any end user of a Proterra Bus of all terms, conditions, and limitations provided for in this Warranty, as well as concerning proper and appropriate use of the vehicle(s). Proterra will not be liable for any damage of any kind (whether direct or indirect) or costs resulting from Buyer’s failure to notify any end user of a Proterra Bus of the terms and conditions of this Warranty.

NOTE: For Low Voltage 12/24V batteries, please see Low Voltage Battery Policy in the previous section within the Proterra Bus New Vehicle Limited Warranty.

BATTERY SYSTEM LIMITED WARRANTY TERMS

As it pertains to this section, the following terms are defined:

“**Gross Discharge Throughput**” or “**GDT**” means the total energy discharged through the Battery System during its life, including energy from external chargers and energy recuperated from regenerative braking. The GDT will be tracked by the Battery Management System at the individual battery pack level and reported through the onboard vehicle telemetry system.

“**Usable Energy**” means the amount of energy available between 0% state of charge (“**SOC**”) and 100% SOC - This information can be obtained using the Proterra diagnostic tool and a snapshot thereof must accompany any battery claims.

“**Warranty Commencement Date**” means the date of Buyer’s acceptance of the Proterra Bus

“**Warranty Period**” means the time period commencing on the Warranty Commencement Date and ending on either (i) the last day of the number of years shown in the table below, or (ii) the date upon which the mileage or GDT limit for the Battery System shown in the table below is reached.

Battery System Material and Workmanship Warranty	6 Years or 250,000 Miles whichever comes first. Coverage includes all materials, components, and workmanship of the Battery Pack to be free of defects.
Retained Energy Requirement 40-foot Bus	80% or higher retention of initial Usable Energy* for 6 years or 200,000kWh GDT per battery pack or 250,000 miles, whichever comes first.
Retained Energy Requirement 35-foot Bus	80% or higher retention of initial Usable Energy* for 6 years or 133,000kWh GDT per battery pack or 250,000 miles, whichever comes first.

*as shown in The Proterra Diagnostic Tool as Battery State of Health (SOH)

COMPONENTS INCLUDED IN THE LIMITED BATTERY SYSTEM WARRANTY

This Warranty applies to the following Battery System components:

- Battery Pack(s)
- Battery Modules
- Battery Management System (BMS)
- Internal Battery System Cooling System
- Battery System Enclosure
- Electrical, mechanical, and thermal interfaces

WARRANTY LIMITATIONS

This Limited Battery System Warranty does not cover any malfunctions, failures or losses directly or indirectly caused by, due to, or resulting from abuse, misuse, negligence, accident, neglect, or improper maintenance, operation, storage or transport, or wear or deterioration arising from, without limitation, any of the following events:

- Alteration or modification of the Battery System or combination of the Battery System with any third-party components, software, or other items, unless expressly agreed to in writing by Proterra.
- Failure to adhere to **the Approved Use Conditions set forth below.**
- Failure to adhere to **the liquid cooling protocol set forth in the Proterra Interface Control Manual**, including but not limited to the Buyer's use of **a coolant type with a 50/50 volume fraction ethylene glycol.**
- Any attempt, including, **without limitation, physical alteration, programming, or other methods**, to extend or otherwise manipulate the life of **the Battery System.**
- Any physical or digital **unauthorized access to the vehicle or Battery System from any source**, including but not limited to non-Proterra parts or accessories, third-party applications, viruses, bugs, malware, or any other form of interference or cyber-attack.
- Accidents, collisions, or **objects striking the vehicle.**
- Exposure of the **Battery System to direct flame.**
- Intrusion of water into **Battery System** due to submersion in a large amount of **water (e.g., lakes, rivers, flooding, etc.)**
- Acts of nature, including, **without limitation, fire, explosion, earthquake, windstorm, lightning, hail, flood or deep water.**
- Use of the vehicle as a **stationary or secondary power source.**
- Failure to properly **perform the preventative maintenance set forth in Proterra's standard maintenance and repair documentation.**
- Unauthorized access, **maintenance or repair by Customer, a third-party maintenance provider, or other individual(s).**
- Theft or vandalism.
- Storage of an **uninstalled or unmounted Battery System in an outdoor environment**, regardless of whether the Battery System is **contained in a shipping container or other packaging.**
- Violation of the terms **of this Warranty.**

SUBMITTING A BATTERY STATE-OF-HEALTH CLAIM

When submitting a claim for battery replacement under the battery State-of-Health (SOH) warranty a screenshot from the Proterra Diagnostic tool (like the one below) is required and the “Measured SOH” must be below the percentage stated in the warranty document.

TO OBTAIN THE CURRENT STATE-OF-HEALTH (SOH) FROM YOUR BATTERY PACK FOLLOW THE STEPS BELOW:

1. Connect the Proterra Diagnostic Tool to the vehicle prior to the charger being plugged in, the tool will display “Charger Not Connected”
2. Plug the charger into the vehicle to begin charging. The tool will display “Calculating...” in both the “Measured SOH” and “Available Energy” fields.
3. After charging for some time, a value will be displayed in both the “Measured SOH” and “Available Energy” fields.
4. Once the batteries have been fully charged the “Measured SOH” and “Available Energy” fields will display final values. Capture a screenshot to submit with your warranty claim.

The screenshot shows the Proterra Diagnostic Tool interface. On the left is a navigation menu with options like VEHICLE OVERVIEW, DIAGNOSTICS, HISTORICAL FAULTS, CAN TABLE, CAN SIGNAL PLOTTER, POWER COOLING, LOW VOLTAGE, HIGH VOLTAGE, HVAC, PNEUMATICS, POWERTRAIN, BATTERY THERMAL, BATTERY PACKS, BATTERY OVERVIEW, RIDE HEIGHT, MUX, CONFIGURATION, and SOFTWARE VERSION. The main display area shows a table of battery pack data and various vehicle status parameters.

Pack	Contactor	Moisture Detected	Max Voltage	Min Voltage	Voltage	Current	Max Temp	Min Temp	Energy Throughput
S1 P1	●	●	3.46 V	3.46 V	313.44 V	-1.20 A	82°F	82°F	841 kWh
S1 P2	●	●	3.46 V	3.45 V	312.84 V	-2.40 A	84°F	82°F	837 kWh
S2 P1	●	●	3.46 V	3.46 V	313.52 V	-1.20 A	82°F	82°F	827 kWh
S2 P2	●	●	3.46 V	3.45 V	314.24 V	-0.60 A	82°F	82°F	828 kWh

Vehicle State: **Immobilized** Max Temp: **78°F**
 Battery State: **STATE STANDBY** Charge Power: **392 kW**
 Range Mode: **STATE STANDBY** Discharge Power: **460 kW**
 Energy: **82 kWh** SOC: **26 %**
 Voltage: **631 V** Isolation Internal: **6554 Ω/V**
 Current: **-6.60 A** Isolation External: **1809 Ω/V**

Measured SOH: **Charger Not Connected** *How to measure SOH?
 Available Energy: **Charger Not Connected**
*Ambient temperature may cause variations in Available Energy calculation

These are the steps to verify the State of Health of your Battery Pack:

1. Connect the Proterra Diagnostics Tool to the vehicle. Prior to charger being plugged in, it will show “Charger Not Connected”.
2. Plug the charger into vehicle to begin charging. You will see “Calculating...” in both Measured SOH and Available Energy fields.
3. After some time, a value will be displayed in both Measured SOH and Available Energy fields.
4. Once batteries are fully charged, Measured SOH and Available Energy fields will show the final values. Record the values before unplugging the charger.

ACTIVATION OF WARRANTY

The Warranty term starts on the Date of Acceptance for each Product in accordance with the terms of the applicable purchasing contract.

Proterra administers the warranty process, and all warranty claim approvals are at the sole and absolute discretion of Proterra.

DELAYED WARRANTY START

A Delayed Warranty Start may be granted for the Customer to ready the Product for revenue service. This Delayed Warranty Start period shall not exceed 30 days after the Date of Acceptance for each Product and must be approved in writing by Proterra, and as part of the purchase agreement.

This period will allow for Customer to install any necessary equipment, have graphics applied, or any other service readiness activities.

For Delayed Warranty Start approval, the Customer must apply for this added time as part of the Purchase Agreement for the Product.

SAMPLE

WARRANTY PROCESSING AND CLAIMS MANAGEMENT

In connection with any claim brought under this Warranty, the Customer must submit a completed Proterra Warranty Claim Form along with a copy of their internal work order, showing technician punch times, and any additional applicable documentation.

Proterra may perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the Customer without the above documentation.

Proterra reserves the right to adjust the approved amount to align with the current published SRT guide if excess amounts are claimed without prior authorization from Proterra.

NOTE: Towing coverage is only reimbursed during the initial **Complete Vehicle Limited Warranty** for 1 Year/ 50,000 miles, whichever occurs first. All towing claims must be accompanied by the warranty repair order and the towing invoice from the provider. Proterra will not pay mark-up on any sublet claims.

For assistance with any warranty claim transactions, please email warranty@proterra.com for support. Please include vehicle VIN, current odometer, unit number, claim number and/or invoice in your correspondence.

WARRANTY POLICIES

1. Standard Repair Times (SRT) **are published within the Proterra Maintenance Manual. For an updated copy, please email your request to warranty@proterra.com.**
2. Preventive Maintenance items and consumables are not covered by this Warranty.
3. Loose hardware, fasteners and clamps are only covered for the first 30 days after **Warranty Activation**.
4. All claims are to be filed with **Proterra within 30 days of the completion of the repairs. Claims received after 30 days are subject to a 25% filing penalty and will not be accepted after 90 days.**
5. All removed parts and materials **during a warranty transaction must be labeled and retained for a minimum of thirty (30) days from the claim approval date.**
 - a. Parts will be requested by issuing a Return Material Authorization (RMA) to the repair facility.
 - b. Proterra has the **right to request parts at any time within the 30 days.**
 - c. Parts and materials **not requested after 30 days may be scrapped.**
 - d. All parts and materials **being returned must follow the Proterra Part Return Process below.**

PRIOR AUTHORIZATION CODES (PAC) – HOW TO OBTAIN PRIOR AUTHORIZATION

1. Customer must contact Proterra for approval on any claim that:
 - a. Customer is requesting **more time than allowed in the Proterra Standard Repair Time (SRT) Manual.**
 - b. Customer is requesting **more than the 2.0 hours of diagnostic time.**
 - c. Total requested **labor reimbursement amount is greater than \$1,000.00 USD.** Please note that this empowerment can be revoked without notice by Proterra if a Customer does not follow the policies stated within this Manual.
2. To obtain approvals for additional time, please contact your Proterra Field Service Representative for further information and guidance.
3. Your Proterra Field Service Representative will issue a Prior Authorization Code (PAC) that must be clearly stated on your Warranty Claim form. Claims without PAC's are subject to rejection.

HOW TO FILE WARRANTY CLAIMS TO PROTERRA

To file a warranty claim, follow the link below to our online claim form.

<https://www.proterra.com/customer-support/file-a-warranty-claim-with-proterra/>

All claims are subject to the review and approval by the Proterra Warranty Department. All claims must be in accordance with this Agreement. Allowances for parts and labor are published in the Proterra Standard Repair Time (SRT) Manual. Claims requiring additional parts and labor outside of the allowances must have pre-approval from Proterra.

Each claim must have a completed claim form (Appendix A) and needs to include the following information:

- Supporting documentation for all claimed labor hours allowed per the Standard Repair Times (SRT)
- Provide complete contact information.
- Include the Bus or Charger VIN / Serial Number.
- Provide the failure date and mileage.
- Provide detailed **description of the issue**.
- Provide a detailed **description of the resolution**.
- Include all parts and **miscellaneous expenses associated with the repair**.
- Include a copy of the **Shop Work Order and any applicable supporting documentation**.
- Return all required parts **per Parts Return Process, retain non-return parts for 30 days**

REIMBURSEMENT FOR LABOR HOURS FOR APPROVED WARRANTY CLAIMS

Proterra will reimburse the **Customer for labor spent conducting approved repairs under this Warranty** at Customer's approved Warranty Labor Rate with the **following provisions**:

NOTE: Customer's Warranty Labor Rate does **NOT** automatically increase with Customer's normal rate increases without prior approval from Proterra.

Customer must provide an initial **Warranty Labor Rate Application (refer to Forms Section in the Appendix of this document)**. Future increases of the Customer Warranty Labor Rate must be justified in writing and a new application submitted. It is at Proterra's sole discretion to allow the increase **based on market value of like services in the area**.

Reimbursement for all claimed **labor hours must be within the specified allowances as published in the Proterra Standard Repair Time (SRT) Manual**. This also will include **any necessary materials and/or shop supplies used in the conjunction** with the Warranty repair.

REIMBURSEMENT FOR WARRANTY PARTS

Proterra reserves the right to provide replacement parts for covered repairs at no charge. Proterra reserves the right to send remanufactured, or recertified, components when available.

For parts pulled from Customers' inventory, Customer will receive a new component in return, unless otherwise specified in the terms and conditions of the Sales Order or Contract. For parts purchased by the Customer that are not part of the Stocking Program, these will be reimbursed at the price paid at purchase from Proterra Parts.

For questions regarding coverage, please email warranty@proterra.com.

FREIGHT CHARGES FOR WARRANTY PARTS

Proterra will provide expedited freight for Parts in conjunction with approved Warranty Repairs only if the part is not included on the Stocking Program Parts List.

If Customer has incurred freight expenses for a covered repair, and the Part is not included in the Stocking Program, Proterra will reimburse the actual cost of the freight as part of the approved Warranty Claim. Copy of the original freight invoice is required.

WARRANTY PARTS RETENTION POLICY

For all approved claims under this Warranty, any components replaced during the repair must be retained for a minimum of 30 days following claim approval. Proterra reserves the right to request parts and materials to be returned during this 30-day period.

If Proterra does not request these parts and materials within 30 days of claim approval, Customer is permitted to self- scrap the parts and materials. The part must be rendered inoperable and ensure that it cannot be reinstalled on a Product.

Customers are expected to follow the Part Return Process listed in the next section.

NOTE: Proterra reserves the right to charge the Customer back for claims where a returned part passed inspection and was deemed as “No Problem Found”.

PARTS WITH CORE RETURN REQUIREMENTS

Customer has thirty (30) days to **return any parts that are identified as “Core” parts or will be charged** the applicable “Core Charge” to act as a deposit until the removed **core is returned for exchange**.

SAMPLE

STANDARD SERVICE PARTS POLICIES

The following sections address the ordering, stocking, and returning of Proterra Service Parts.

For Service Parts support, you can enter a request from our website. <https://www.proterra.com/customer-support/>,

SPARE PART WARRANTY

Proterra warrants that all Service Parts are free from defects in workmanship and operation for a period of ninety (90) days from the date of receipt, unless otherwise noted.

Certain components carry a twelve (12) month guarantee and are identified at point of sale. These components include, but are not limited to, Pneumatic System Air Compressor, Traction Motors, Traction Motor Inverters, Transmissions, Axles and Planetary Assemblies, etc. This 12-month Warranty will be clearly identified on the Sales Order.

Claims under this Spare Part Warranty provide for Parts-Only coverage. This means that no labor reimbursement is available and Proterra will provide another part at no charge. Proterra will also cover the Standard Freight charges for covered parts.

PROTERRA CUSTOMER SERVICE SUPPORT LINKS

Should you have any questions, **access the Proterra Customer Support home page for helpful links** to submit warranty claims, quote/order parts, and other **support needs**. <https://www.proterra.com/customer-support/>, or Customer Service Inquiries: Service@Proterra.com

REQUESTING FIELD SUPPORT FOR NON-WARRANTY REPAIRS

- If repairs required are **not covered by this Warranty, and Customer would like to have Proterra** conduct the repairs, Proterra will invoice the **customer for onsite support at the current labor rate for Non-Warranty** repairs and may include applicable travel **expenses to Customer's site**.
- For questions about **services that are not covered by this Warranty, or how to obtain onsite** support for Non-Warranty items, please **contact your assigned Proterra Field Service Representative**.

MICHELIN TIRE WARRANTY INFORMATION

As the original purchaser of a MICHELIN® brand truck tire, you are covered by all the benefits and conditions (subject to the maintenance recommendations and safety warnings) contained in this booklet. To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the Safety and Maintenance Recommendations for your tires.

WHAT MICHELIN COVERS AND FOR HOW LONG:

WORKMANSHIP AND MATERIALS:

Except as limited below, MICHELIN® Truck Tires bearing the Michelin name and complete serial or identification numbers, used according to the instructions contained in this Operator's Manual, are covered by this limited warranty against defects in workmanship and materials for original tread life or 7 years from the date of purchase, whichever occurs first. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions below. At that time, all warranties, express or implied, expire.

DEFINITIONS:

The life of the original **usable tread** is the original tread down to the level of the **tread wear** indicators – 2/32nd of an inch (1.6 mm) of tread **remaining**. * Date of purchase is documented by new **vehicle registration** or tire sales invoice. If no proof of purchase is available, coverage will be based on the **date of manufacture**, as molded on the sidewall. (This would be the **Proterra Acceptance Date**)

The date of manufacture is based on the original Michelin DOT** number molded on the **tire sidewall**. The mileage received will be based on **fleet records**. Replacement will be made in accordance **with the** terms and conditions described under "**HOW REPLACEMENT CHARGES ARE CALCULATED**".

A Tire Registration Card may be found at www.michelinman.com/US/en/register.html

WHAT IS NOT COVERED BY MICHELIN'S WARRANTY:

Tires which become **unserviceable due to:**

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Incorrect mounting of the tire, tire/wheel imbalance, improper retread or improper repair;
- Misapplication, improper maintenance, racing, overload, under inflation, over inflation or other abuse resulting in casing damage or fatigue;
- Accident, fire, chemical corrosion, contamination, tire alteration or vandalism;
- Flat spotting caused by improper storage;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide;
- Uses other than long haul service for any extended casing guarantee claims;
- Uneven or rapid wear caused by mechanical irregularity in the vehicle, such as wheel misalignment or worn/damaged suspension components, resulting in damage to the under-tread, carcass or steel belts

Contact your local Michelin representative if additional information is needed.

APPENDIX E
OPTIONS TRACKER

WILL BE ADDED ONCE THE PRE-PRODUCTION MEETING HAS OCCURRED

SAMPLE

APPENDIX F – APPLICABLE FEDERAL REQUIREMENTS & CERTIFICATIONS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this Agreement, and any other prior or subsequent amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the Regional Transportation Commission of Washoe County (RTC), and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this Agreement must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this Agreement are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1. BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(j) (Section 165 of the Surface Transportation Assistance Act of 1982, as amended) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. The requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. In order for rolling stock to be in compliance with the Buy America requirements, the cost of components produced in the United States must be more than 70 percent of the cost of all components and final assembly of the rolling stock must take place in the United States.

The Contractor must submit to the RTC the attached appropriate Buy America certifications. This requirement does not apply to lower tier subcontractors.

2. FLY AMERICA REQUIREMENT

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining

why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3. CARGO PREFERENCE

The Contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 2 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading);

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Nevada energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 49 U.S.C. § 6321, *et seq.*, 49 C.F.R. Part 18.

5. CLEAN WATER REQUIREMENTS

(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 RTC, and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. BUS TESTING

The Contractor agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall comply with the following obligations:

- (1) a manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the RTC at a point in the procurement process specified by the RTC which will be prior to the RTC's final acceptance of the first vehicle.
- (2) a manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public;
- (3) if the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the RTC prior to the RTC's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing; and
- (4) if the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- (5) The manufacturer shall complete the attached certification.

7. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

As a condition of satisfactory contract performance, the Contractor shall cooperate with the RTC in compliance with requirements of 49 U.S.C. Section 5323(l) and 49 C.F.R. Part 663, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases", promulgated by the Federal Transit Administration.

Accordingly, pre-award and post-delivery audits of the manufacturer of the vehicles described herein shall be performed.

I. A pre-award (prior to RTC entering into a formal contract with the successful proposer to this solicitation) audit shall be performed at RTC's expense to include the following three certifications:

- (a) Buy America Certification verifying that either (A) the FTA has granted the proposer a waiver from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or, (B) the vehicles to be purchased meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having the RTC (or its agent) review documentation provided by the manufacturer which lists: (1) components and subcomponent parts of the Vehicles identified by the manufacturer of the parts, their country of origin, and costs, and the planned location of the final

assembly point for the rolling stock including a description of the activities which will take place at the final assembly point; and (2) the expected cost of final assembly.

(b) Purchaser's Requirements Certification that (A) the vehicles RTC is contracting for are the same product described in this solicitation; and (B) the successful proposer is a responsible manufacturer with the capability to produce a vehicle that meets the specifications set forth in this solicitation.

(c) The manufacturer's Federal Motor Vehicle Safety Standard self-certification information of compliance with Federal motor vehicle safety standards; or, the Federal Motor Vehicle Safety Standard self-certification information that the Federal motor vehicle standards do not apply, as appropriate.

II. A post-delivery (prior to title to the vehicles being transferred to the RTC) audit shall be performed at RTC's expense to include the following three certifications:

(a) A post-delivery Buy America Certification verifying the either: (A) the FTA has granted a waiver to the vehicles received from the Buy America requirements under sections 165(b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (B) the vehicles to be received by the RTC meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having the RTC (or its agent) review documentation provided by the manufacturer which lists: (1) components and subcomponent parts of the vehicles identified by the manufacturer of the parts, their country of origin, and costs, and the actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point; and (2) the cost of the final assembly.

(b) A post-delivery Purchaser's Requirements Certification which certifies that for procurements of 11 vehicles or more a resident inspector under contract with the RTC (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the vehicles, monitored and completed a report on the manufacture of the vehicles which: (1) provides accurate records of all vehicle construction activities; and (2) addresses how the construction and operation of the vehicles fulfills the contract specifications.

(c) The manufacturer's Federal Motor Vehicle Safety Standard self-certification information of compliance with Federal motor vehicle safety standards; or, the Federal Motor Vehicle Safety Standard self-certification information that the Federal motor vehicle standards do not apply, as appropriate.

8. LOBBYING

The Contractor shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying", attached. 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 recipient.

9. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.30(i), as is the RTC, the Contractor agrees to provide the RTC, the FTA Administrator, the 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 this contract** for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(3), which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(3)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(c) 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.

(d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case the Contractor agrees to maintain same 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. See 2 C.F.R. 200.333.

(e) FTA does not require the inclusion of these requirements in subcontracts.

10. CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the RTC and FTA (FTA Master Agreement dated October

2017), as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

11. CLEAN AIR REQUIREMENTS

(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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) **Overtime Requirements.** -- No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** -- In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such 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 the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Section.

(c) **Withholding for unpaid wages and liquidated damages.** -- The RTC shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 the clause set forth in paragraph (2) of this Section.

(d) **Subcontracts.** -- The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements set forth in this Section.

(e) **Payrolls and basic records.** -- Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

14. NO FEDERAL 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 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 the RTC, Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.

(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.

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15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(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 this Project. Upon execution of the underlying contract, 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 underlying contract or the FTA assisted project for which this contract 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. § 5307(n)(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.

16. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

(a) **Applicability to Contracts.** -- Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits FTA recipients and subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred Contractors and that they will require their Contractors (and their subcontractors) to make the same certification to them.

(b) **Flow Down.** -- Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both Contractors and subcontractors and contracts and subcontracts over \$100,000.

(c) **Certification.**

(1) The prospective lower tier participant shall execute the certification attached, indicating compliance with the requirements of this section.

- (2) The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the RTC may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the RTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. The Contractor may contact the RTC for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the RTC.
- (6) The prospective lower tier participant further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, set forth below in subsection (d), without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (9) Except for transactions authorized under paragraph (5) of this section, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the RTC may pursue available remedies including suspension and/or debarment.
- (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction.
- (1) The prospective lower tier participant certifies, that neither it nor its "principals" [as defined as 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation.

17. 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 contract.

(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.

18. 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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity.** -- The following equal employment opportunity requirements will apply to the 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 law at 49 U.S.C. § 5332, the Contractor 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. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) **Age.** -- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities.** -- In accordance with section 102 of the Americans with Disabilities Act, 42 U.S.C. § 12112, the Contractor 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also 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.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (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, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all

FTA mandated terms shall be deemed to control in the event of any conflict with other provisions 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 RTC to be in violation of the FTA terms and conditions.

20. DISADVANTAGED BUSINESS ENTERPRISE

(a) Each transit vehicle manufacturer, as a condition of being authorized to enter into a contract for FTA assisted transit vehicles, must certify that it has complied with the requirements of 49 C.F.R. § 26.49 and complete the attached certification.

(b) A transit vehicle manufacturer must establish and submit for FTA's approval an annual overall percentage goal. In setting this overall goal, the manufacturer should be guided, to the extent applicable, by the principles underlying 49 C.F.R. § 26.45. The base from which the manufacturer calculates this goal is the amount of FTA financial assistance included in transit vehicle contracts the manufacturer will perform during the fiscal year in question. The manufacturer must exclude from this base funds attributable to work performed outside the United States and its territories, possessions, and commonwealths. The requirements and procedures of this part with respect to submission and approval of overall goals apply to the manufacturer as they do to recipients.

(c) A transit vehicle manufacturer may make the certification required by this section if the manufacturer has submitted the goal this section requires and FTA has approved it or not disapproved it.

(d) The RTC may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the procedures of this section.

21. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 *et seq*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;

4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
7. 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;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

22. VEHICLE PRODUCTION MONITORING AND INSPECTION SERVICE

As a condition of satisfactory contract performance, the Contractor shall cooperate with the RTC in compliance with the requirement found in 49 C.F.R. Part 663 ("Pre-Award and Post-Delivery Audits of Rolling Stock Purchases") that production monitoring and inspection of the vehicles take place during their production. The regulation requires that a resident inspector be at the site of the manufacture of the vehicles throughout their construction, and that corresponding reports be prepared by the inspector for the RTC.

The Contractor shall cooperate with the resident inspector hired by the RTC. Cooperation shall include, but not be limited to, allowing the inspector access to all production facilities during normal production days and hours, access to all production personnel, access to all records directly related to production of the vehicles, answering questions related to vehicle production from the inspector, supplying the inspector with copies of all production-related documents requested by the inspector, and in general cooperating with any production-related information requests made by the inspector.

In the event of unresolved disputes between the manufacturer and the inspector, the manufacturer shall contact the RTC seeking a resolution.

Failure by the inspector to complete his or her performance because of the manufacturer's failure to satisfactorily cooperate with the inspector shall be cause for failure of specific performance by the manufacturer.

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23. INTERESTS OF MEMBERS OF, OR DELEGATES TO, CONGRESS

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

24. ENVIRONMENTAL REQUIREMENTS

Contractor agrees to comply in all material respects with all Federal, State and local environmental and resource conservation requirements that apply to the construction activities under the terms of this Agreement. Contractor shall report any violation of standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) resulting from any activity of Contractor in connection with the performance of the Agreement to FTA and to the appropriate U.S. EPA Regional Office. Contractor shall be responsible for the disposal of hazardous materials, in accordance with applicable Federal, state and local laws and regulations.

SAMPLE

BUS TESTING CERTIFICATION
CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Contractor/Manufacturer certifies that the vehicle complies or will comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. Part 31.

In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 C.F.R. Part 29.

Date _____

Signature _____

Company Name _____

Title _____

SAMPLE

CERTIFICATION REGARDING FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Contractor certifies that it shall submit either: (1) manufacturer's FMVSS self-certification information that the Vehicle complies with relevant FMVSS standards or; (2) manufacturer's certified statement that the contracted Vehicles will not be subject to FMVSS regulations.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 "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 U.S.C. §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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Proterra, Operating Company, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

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 Bid, 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 bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

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.

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

DBE STATEMENT AND CERTIFICATION

As a condition of being authorized to participate in transit vehicle procurements in which Federal Transit Administration (FTA) funds are used, each transit vehicle manufacturer, including chassis manufacturers, and all subsequent manufacturers involved in the completion of transit vehicles must certify that it has submitted for the FTA Administrator's approval an annual percentage Disadvantaged Business Enterprise (DBE) goal in compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c).

The Federal Transit Administration, Office of Civil Rights, will act as a resource to verify the status of each manufacturer.

CERTIFICATION

Compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c) is hereby certified:

(Typed Name of Contractor Official)

(Typed Name of Firm)

(Typed Street Address)

(Signature of Contractor Official)

(Typed City, State & Zip Code)

(Telephone Number of Contractor)

(Date)

BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR part 661.11.

Date _____

Signature _____

Company Name _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Name _____

Title _____

**APPENDIX G
INVOICE FORM**

Regional Transportation Commission
ATTN: Accounts Payable
1105 Terminal Way, Suite 300
Reno, Nevada 89502
or accountspayable@rtcwashoe.com

Invoice Date: _____ Invoice Number: _____

Payment Number: _____

Description:

Invoice Amount: _____
Less Applicable Retention: _____
Total Due on This Invoice: _____
Original Contract Amount: _____
Change Orders: _____
Total Contract Amount: _____
Total Amount Invoiced to Date (including this invoice): _____
Balance Due on Total Contract Amount: _____

**APPENDIX H
PARTS FOR SALVAGE**

Components	Part Numbers
Can gateways	10356
Can Gateway	20938
ECU for the Thermoking unit	N/A
TK Controller	N/A
Relays from the TK unit	N/A
RH controllers	8923
ZR-32's	1275
Defroster	18543
All VFD's	000331 005282
UQM Inverter	10144
UQM motor	741
Door buttons	17133
ESM	8231
Horn Relay	N/A
Instrument cluster	21501
Entire Dash	22
Horn rings	N/A
5V power supply's	2930
CAN gateways for ICAN.	12809



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: James Gee, Service Planning & Innovative Manager

SUBJECT: Spare Labs, Inc., Token Transit Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the contract with Spare Labs, Inc. in an amount not to exceed \$297,000, to extend the term until 2026, and add the integration with Token Transit, for a new total not-to-exceed amount of \$372,000; this amount includes the service, integration, and pass-through funding for trips outsourced to Lyft.

BACKGROUND AND DISCUSSION

RTC Public Transportation uses an application known as Spare Labs to manage its FlexRIDE service. This software has been in use by RTC since the elimination of the initial FlexRIDE pilot in 2020. The software is also branded as a mobile application called “RTC FlexRIDE” and is used by passengers to plan and book their FlexRIDE trips.

This contract adds additional functionality to the FlexRIDE app used by customers by adding an integration with Token Transit, the fare payment system used by RTC. This agreement also extends the term of the contract until 2026, and includes the service, integration, and pass-through funding for trips outsourced to Lyft.

This project is in line with the Board’s recent adoption of the Transit Optimization Plans Strategies (TOPS) recommendation to improve technology to improve service delivery and passenger communication.

FISCAL IMPACT

Software and integration costs are included in the FY24 budget. Future year costs will be included in subsequent budgets.

PREVIOUS BOARD ACTION

9/18/2020 Approved the agreement with Spare Labs Inc. in an amount not-to-exceed \$99,000 to provide microtransit software services; authorized the RTC Executive Director to execute the agreement.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Spare Labs Inc. (“Spare”) (“Contractor”) entered into an agreement dated November 01 2022. This Amendment No. 1 is dated and effective as of April 21, 2023.

RECITALS

WHEREAS, RTC and CONTRACTOR entered into the Agreement in order for CONTRACTOR to provide Goods and Services Micro-transit Software Solution

WHEREAS, the parties have determined that there is a need to amend the Agreement to add additional funding of \$297,000 for the services; and to extend the term of the Agreement to continue to provide micro-transit Software Solution; and

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

1. Section 1 shall be replaced in its entirety with the following:
The term of this Agreement shall commence on the effective date above and end on October 31, 2026
2. Attachment A here to is added to the Summary of Deliverable
3. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

SPARE LABS INC.

By: _____
Kristoffer Vik Hansen,

Attachment A

SAMPLE

Token Transit Integration

Date: March 3, 2023

Purpose of this document

The purpose of this document is to outline the scope of work required for a deep-link integration between Spare Platform and Token Transit that enables riders to request rides with Spare and use Token Transit as the Payment/Ticketing provider.

Solution Overview

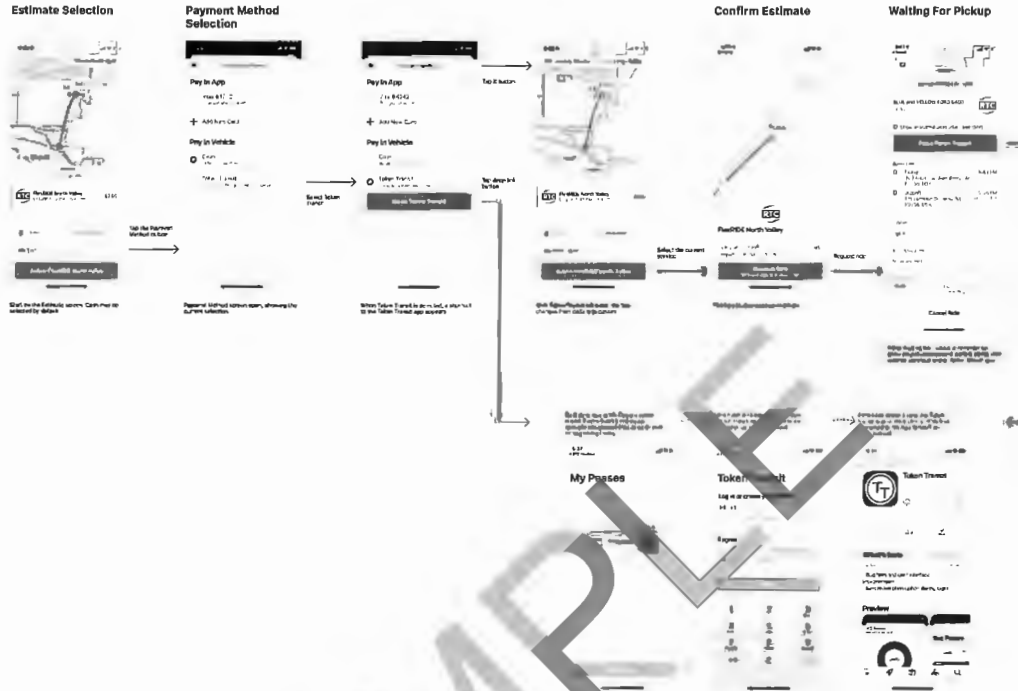
Currently, the only form of Payment Methods that can be configured on the Spare Platform are digital payments powered by Stripe and Cash. The proposed solution is to enable adding 'Token Transit' as a Payment Method for an Organization which can then be made available to the Rider App and Spare Launch when booking a ride request.

The following use-cases will be supported by Spare at a minimum through this integration:

- Enable configuration of 'Token Transit' as a payment method and the agency's deep-link URL for the Organization.
- Ability for riders to select Token Transit as a payment method when requesting a ride with the option to be deep-linked to Token Transit to buy the pass and activate it later.
- Text Disclaimer that informs the rider that they need a Token Transit pass to take the ride.
- Selection of Token Transit as a payment method on Spare Launch when the ride is being booked by a booking agent.
- Ability for drivers to see the selected payment method from the driver app.

Given below is a detailed flowchart of the user experience with the deep-link Integration:

Token Transit Integration Flow
Proposed, Feb 22, 2023



Fees

Item #	Base Services	Estimated Launch Date	Price
1	Token Transit + Spare Integration	Q2 2023	\$24,000 one time
2	Token Transit + Spare Integration	Ongoing	12,000 annually



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.4.3

To: Regional Transportation Commission

From: Rob Reeder, Security/Safety Administrator

SUBJECT : Revised System Safety Program Plan

RECOMMENDED ACTION

Approve the RTC Safety Management System Plan as required by 49 C.F.R. Part 673.

BACKGROUND AND DISCUSSION

The Federal Transit Administration has enacted 49 C.F.R. Part 673, which requires all transit agencies to develop, implement, and review (annually) a Safety Management System Plan (Plan). The Plan contains a Safety Management Policy, Safety Risk Management, Safety Assurance and Safety Promotion. In addition, the RTC has designated an Accountable Executive (Public Transportation and Operations Director) with ultimate responsibility for ensuring and effectively implementing the agency's Plan throughout agency's public transportation system. The Plan includes safety performance targets for 1) fatalities, 2) injuries, 3) safety events, and 4) system reliability. A review and revision of the Plan must occur at least annually or when there are significant system changes. The Regional Transportation Commission Board is required to approve the Plan annually.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

8/19/2022 Approved revision of System Safety Program Plan.

Safety Management System Plan (Safety Management Plan) (SMSP)

The Regional Transportation Commission of Washoe County

DATE: September 23, 2006

REVISION: March 13, 2023

SMSP Revision History

Date	Revision	Description of Change
9/23/2006	ORIGIN	Origination of the SSPP.
4/15/2008	Revision	Enhancements to employee responsibilities.
1/20/2009	Review	Review
4/22/2010	Revision	Executive Director Signature Change and Review
5/2/2011	Revision	Annual Review and Approval of Plan.
11/3/2011	Revision	Organizational Updates.
5/8/2012	Revision	Annual Review and Approval of Plan.
3/22/2013	Revision	Section 5.4 - Roles, Responsibilities and Composition of the RTC Security/Safety Committee. Section 14.3 – Security Requirements for Modifications.
3/29/2013	Revision	Annual Review and Approval of Plan
4/29/2013	Revision	Add trend analysis with inspections, requirements to investigate accidents, incidents and near misses
4/1/2014	Revision	Annual Review and Approval of Plan
4/1/2015	Revision	Annual Review and Approval of Plan
10/6/2015	Revision	Revise Plan for Facility Changes
3/21/2016	Review	Annual Review and Approval of Plan
3/30/2017	Revision	Annual Review, Update and Approval of Plan
12/06/2017	Revision	Update Plan due to staffing changes
3/30/2018	Revision	Annual Review and Approval of Plan
3/31/2019	Revision	Revise Plan for 49 CFR Part 673 and PMOC requirements SSPP changes to SMSP
9/11/2019	Revision	Revise Plan for staffing changes and route changes
4/16/2020	Revision	Update Staffing Changes, Annual Review and Approval
3/16/2021	Revision	Update Staffing Changes
12/14/2021	Revision	Update Staffing Changes
4/20/22	Revision	Additional signatures added
8/23/2022	Revision	PTASP Targets added and Organizational Chart Updated
3/14/2023	Revision	Annual Review, Update Staffing Changes, Update PTASP targets

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SECTION 1: POLICY STATEMENT AND AUTHORITY FOR THE SAFETY MANAGEMENT SYSTEM PLAN

1.1 Introduction

This document is the Safety Management System Plan (Safety Management Plan or SMSP) of the Regional Transportation Commission of Washoe County (RTC). This plan describes the RTC's transit system, public facilities and provides a methodology for identifying hazards and implementing plans for their resolution. It establishes accountability for safety throughout the organization. In addition, the Regional Transportation Commission of Washoe County (RTC) has established a System Security and Emergency Preparedness Plan (SSEPP), a Continuity of Operations Plan (COOP).

The intent and design of these plans is to ensure and promote system safety and security.

1.2 Policy Statement and Mission

Our mission states, "The RTC provides leadership, vision, public policy development, and quality transportation systems through a commitment to excellence and pursuit of goals and objectives which meet the community's present and future needs." The RTC Organizational Philosophy Statement indicates that we exist to serve the public and recognize that the community continually evaluates our performance. Our most valuable resource is people and we believe in the "Team" concept. We will work with all employees to establish goals and objectives and will share success and accomplishments. The RTC recognizes the need to ensure the safety and security of our passengers, the public, employees and our transit system through our efforts. Lastly, we are results oriented and believe that the measure of our success is the facilities constructed and the services delivered.

SECTION 2: DESCRIPTION OF PURPOSE FOR SAFETY MANAGEMENT SYSTEM PLAN

The purpose of the SMSP is to establish formal mechanisms used by all RTC departments to:

- Protect the safety of passengers, the public, employees and contractors
- Establish a safety program on an organization wide basis
- Provide a medium through which the RTC can display its commitment to safety
- Provide a framework for the implementation of safety policies and the achievement of related goals and objectives
- Satisfy federal (FTA, TSA, DHS, OSHA, ADA) and state requirements
- Meet accepted industry standards and audit provisions
- Satisfy self-insurance provisions

The SMSP applies to all organizational units affecting or affected by RTC's operations including planning, procurement, testing, operation and maintenance activities.

2.1 Contractor Provision of Bus/Van Service

The RTC contracts with the private sector for the provision of all of its bus and van paratransit and fixed route services. Under each of these contracted services, the company or contractor is responsible for hiring and training its employees, operating and supervising transit services, and maintaining RTC owned maintenance facilities and vehicles used in operations. Contractors are required to adhere to all goals, objectives and requirements of the SMSP. In addition, the contracts established with each service provider contain operating performance standards those contractors are expected to meet.

2.2 Contractor Operations

The responsibilities of the Public Transit Department include:

- Ensuring contractor safety performance is compliant with SMSP Section 3 and Section 4,
- Monitoring contractor service and performance of bus operators,
- Providing evaluation of effectiveness of service, and condition of customer amenities,
- Participating in recommending route changes,
- Coordinating proper resources to provide assistance toward service delivery, and
- Participating to ensure special events are well coordinated.

The service provider contractors are required to develop and implement an ongoing internal safety program. The contractors must submit accident reports in accordance with Section 8.0 of this document. Contract Supervisors conduct the initial investigations and serve as on-the-scene coordinators, which involves securing witness statements, documenting evidence, and otherwise complying with the accident and incident investigation procedures in this document. Contractors must coordinate with the RTC's Security and Safety Administrator on the classification of all accidents, and participate in preventability efforts.

In addition to the above, contractor Instructors/Supervisors are required to monitor service for safety, on-time performance, efficiency and compliance with operating rules. Supervisors periodically perform ride checks also monitor Operator performance.

SECTION 3: CLEARLY STATED GOALS FOR SAFETY MANAGEMENT SYSTEM PLAN

The goals of the SMSP are as follows:

- Provide a superior level of safety for passengers, public, employees and contractors.
- Identify, eliminate, minimize and/or control safety hazards and their associated risks.
- Provide a superior level of safety in our transit operations.
- Achieve and maintain demonstrated improvement of safety in the company's work environment.

- Comply with the applicable requirements of regulatory agencies.
- Maximize the safety of future operations through the procurement process.

SECTION 4: IDENTIFIABLE AND ATTAINABLE OBJECTIVES

The following objectives provide a means of achieving the SMSP goals and measuring the effectiveness of RTC’s safety initiatives. The RTC’s Safety Performance Targets (Public Transit Agency Safety Plan) are:

Mode of Transit Service	Fatalities	Fatalities (per 100,000 VRM)	Injuries	Injuries (per 100,000 VRM)	Safety Events	Safety Events (per 100,000 VRM)	System Reliability (VRM/failures)
Fixed Route Bus (Keolis)	0	0	1	0.2	0	1.2	20,000
Paratransit Service (MTM)	0	0	0	0.11	3	1.28	20,000 or less

- Measurable objectives include:
 - Safety Events: Total number of reportable events and rate per total vehicle revenue miles by mode.
 - Injuries: Total number of reportable injuries and rate per total vehicle revenue miles by mode.
 - System Reliability: Mean distance between major mechanical failures by mode.
 - Fatalities: Total number of reportable fatalities and rate per total vehicle revenue miles by mode.
 - Employee and contractor on the job injuries per month.
 - Contractor safety-sensitive drug and alcohol monitoring results per month/quarter.
 - Employee and contractor safety training per month.
- Establish a safety policy, procedures and requirements that integrate safety into decision-making and operations.
- Assign responsibilities related to safety procedures and requirements.
- Thoroughly investigate all accidents, fires, injuries and near misses.
- Identify, analyze and resolve all hazards in a timely manner.
- Meet or exceed safety requirements in specifications, equipment installation, and system testing, operations and maintenance.
- Meet or exceed safety requirements in vehicle operations and maintenance.
- Thoroughly evaluate the safety implications of all proposed system modifications prior to implementation.
- Establish doctrines, standards and procedures for employee qualifications, selections, training and performance.

SECTION 5: SYSTEM DESCRIPTION/ORGANIZATIONAL STRUCTURE/ORGANIZATIONAL RESPONSIBILITIES

5.1 System Description

The RTC serves a population over 500,000. The RTC provides services to Reno, Sparks, and Carson City. The RTC provides for the operation of RTC RIDE, a bus system serving Reno and Sparks. RTC ACCESS provides scheduled and on-demand paratransit services. RTC also provides:

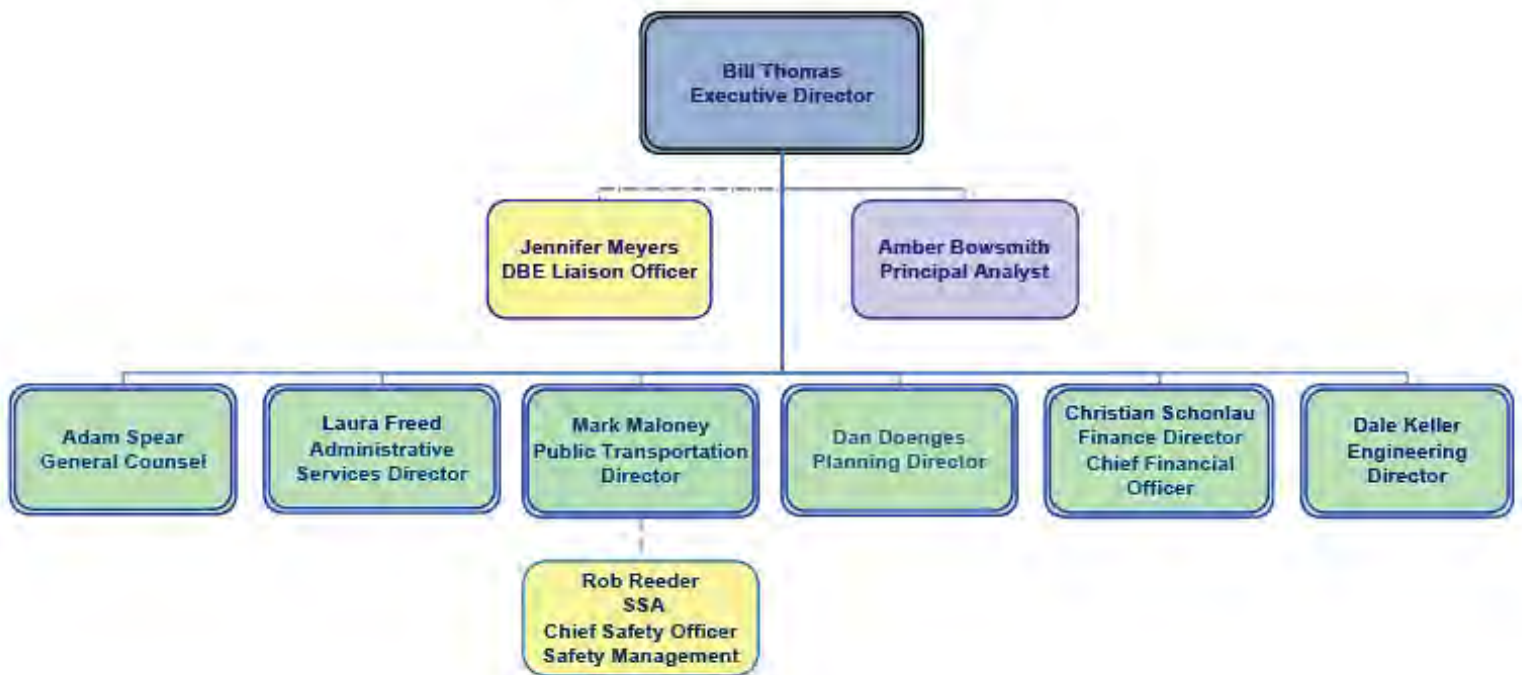
- RTC REGIONAL CONNECTOR, a commuter service between Reno/Sparks and Carson City.
- RTC RAPID Route 1, which transport people along the Virginia Street Corridor.
- RTC RAPID Virginia Line, which links stops along the Virginia Street Corridor with the RTC RAPID stations.
- RTC RAPID Lincoln Line, which transports people along the 4th Street and Prater Way Corridor.

The RTC is responsible for three major transportation programs 1) Regional Street and Highway Program, 2) Public Transportation Program (RTC RIDE, RTC ACCESS, RTC INTERCITY, RTC SPIRIT, RTC RAPID, and RTC CONNECT) and 3) Transportation Planning (see Page 48 - Table 1 RTC System Map).

5.2 Organizational Structure

RTC organizational structure is as follows:

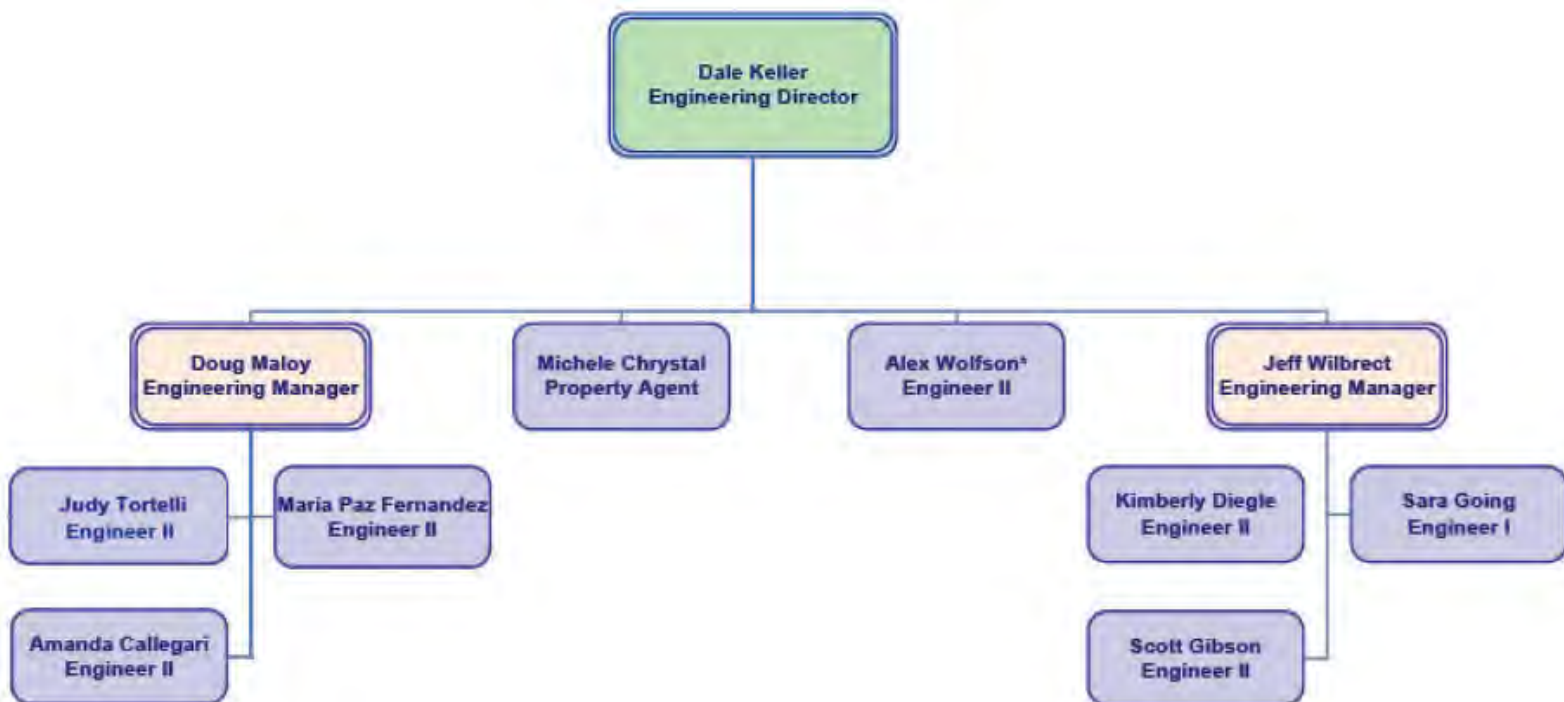
EXECUTIVE DEPARTMENT



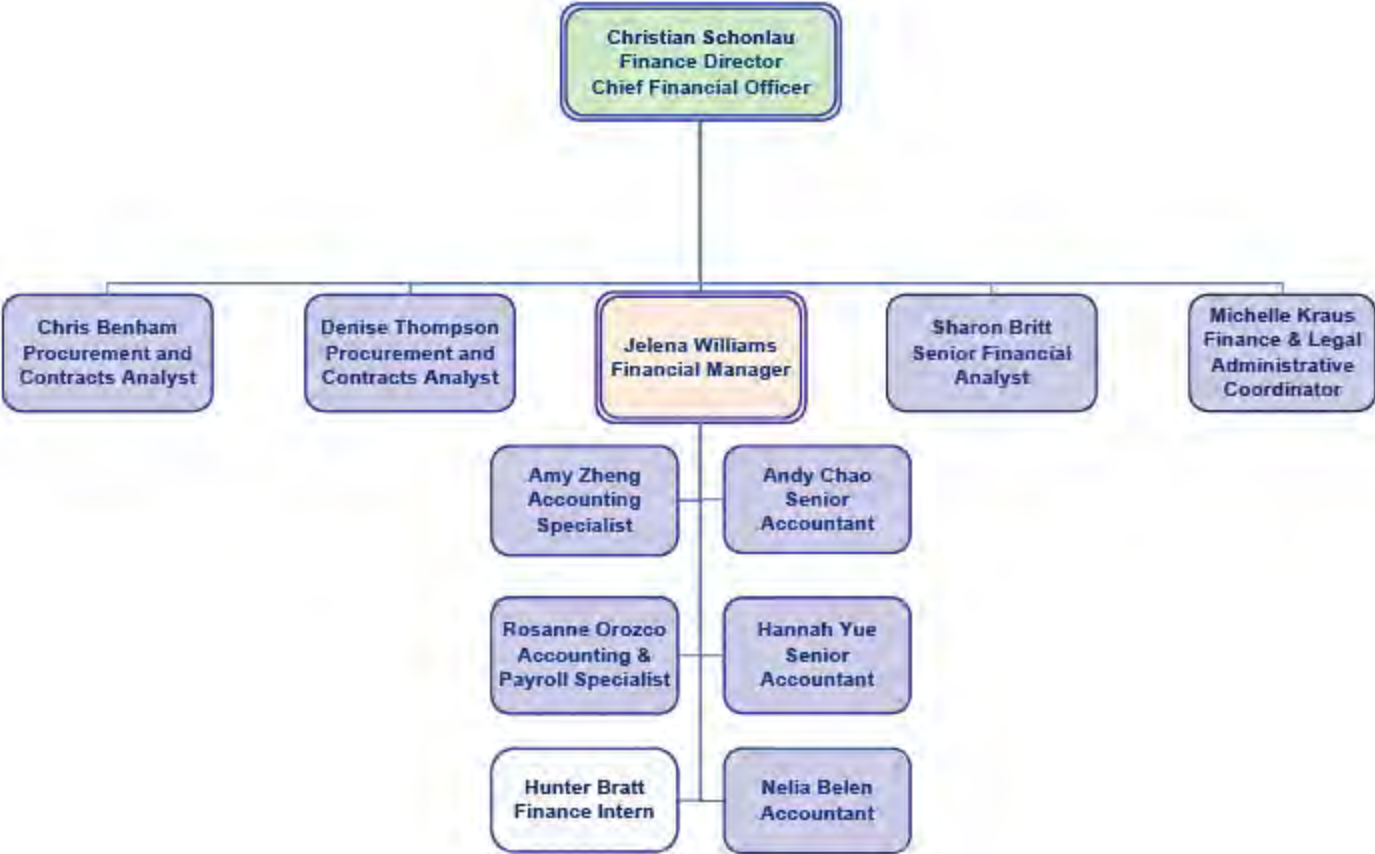
ADMINISTRATIVE SERVICES DEPARTMENT



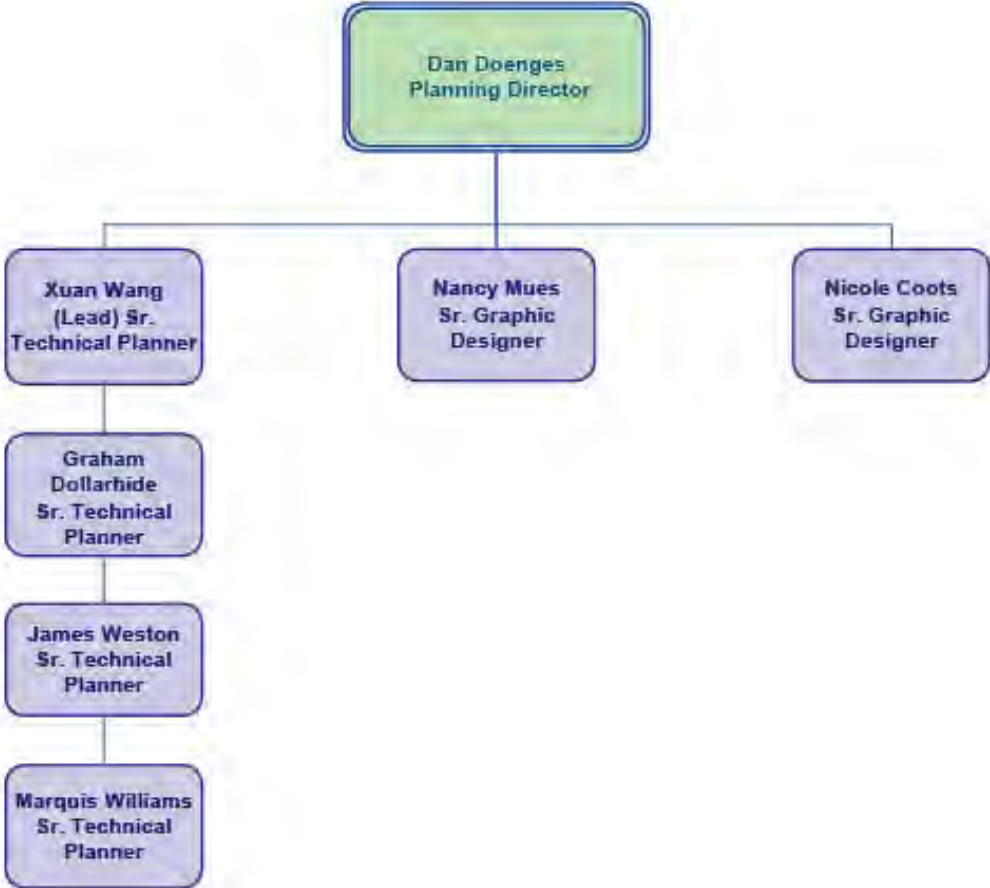
ENGINEERING DEPARTMENT



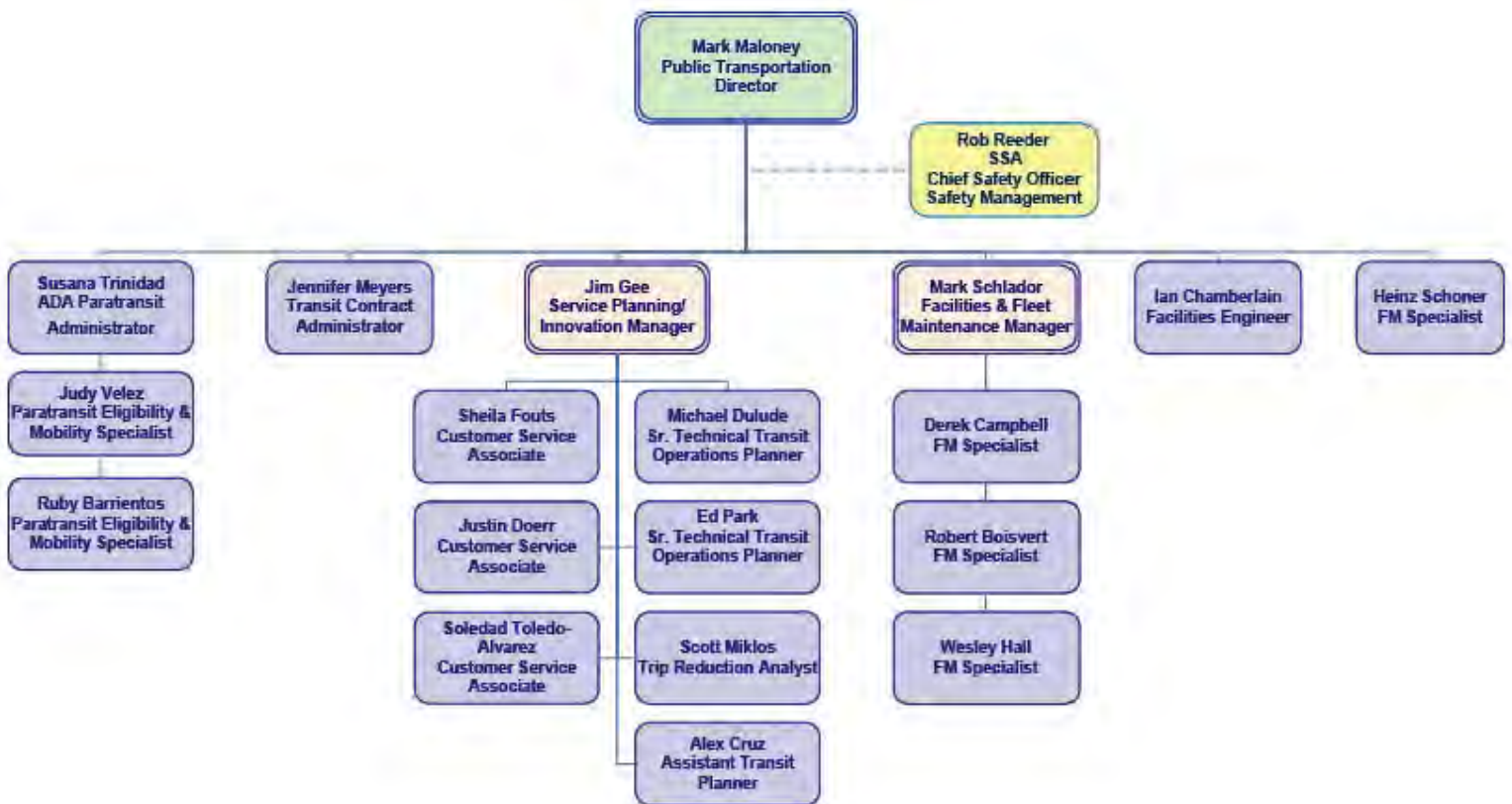
FINANCE DEPARTMENT



PLANNING DEPARTMENT



PT/OPERATIONS DEPARTMENT



5.3 Organizational Responsibilities

Responsibility assignments and safety for all RTC employees is as follows:

The Executive Director will:

- Promote a safe and healthy culture throughout the RTC.
- Set a high standard for safety and health practices and lead by example.
- Ensure provision of needed financial, material and personnel resources to achieve the goals and objectives of the safety and health program.
- Ensure that the program is fully implemented and effective.
- Provide ultimate authority to the Safety and Security Committee and for Project Safety & Security Certification and Verification.

Director of Public Transportation and Operations will:

- Effectively implements each element of the System Management System Plan (SMSP) throughout the RTC's public transportation system.
- Ensures actions taken are necessary to address substandard performance in the SMSP.
- May delegate specific responsibilities, but the ultimate accountability for transit agency's safety performance rests with the Director of Public Transportation and Operations.
- Is responsible for carrying out the Public Transportation Agency Safety Plan; and control or direction over human and capital resources need to develop and maintain both the agency's Public Transportation Agency Safety Plan and the agency's Transit Asset Management Plan.
- AE designates a Chief Safety Officer who has authority and responsibility for day-to-day implementation and operation of the RTC SMSP

The Security/Safety Administrator (SSA) (Chief Safety Officer) will:

- Ensure the RTC's compliance with all applicable federal, state (NRS 618.375), and local safety and health requirements.
- SSA is delegated the authority and responsibility for day-to-day implementation and operation of the RTC SMSP.
- Develops and maintains SMSP documentation.
- SSA reports to the Director of Public Transportation and Operations except for Project Safety & Security Certification process where there is accountability to the Executive Director.
- Ensure provision of each RTC employee with adequate and appropriate occupational safety and health training.
- Ensure that safety and health policies are comprehensive and effective.
- Review each accident and conduct any investigation wherein an accident has resulted in serious injury or property damage.
- Promote safety and health and serve as a resource to all staff.
- Review the program on an annual basis.

Each Director will:

- Ensure implementation of each element of the program in his/her department and facility.
- Ensure that all department supervisors comply with this program.
- Ensure maintenance of all required documents.
- Conduct safety/health surveys or inspections in his/her department on a regular basis, the frequency of which shall not be less than once per quarter.
- Ensure proper maintenance of each piece of equipment in his/her department.

Each Supervisor will:

- Ensure that each employee in his/her department or section receives appropriate training upon initial assignment as well as for changes in processes, procedures, equipment or assignments.
- Ensure that each employee in his/her department/section complies with the program.
- When required by law or circumstances indicate the need for training, each employee receives refresher training.
- Conduct a daily safety and health inspection of his/her work area(s).

Each Employee will:

- Be an active participant in the safety and health program.
- Perform all tasks in accordance with established policies, procedures and safe work practices.
- Perform a safety evaluation of his/her workspace daily.
- Inspect all tools and equipment prior to use to identify any hazards.
- Question any unsafe and unhealthy practice or condition and act to correct and report it.
- Report any injuries, illnesses or incidents to the appropriate person.

5.4 Roles, Responsibilities and Composition of the RTC Security/Safety Committee

The Security/Safety Committee (SSC) membership is:

Executive Director (VM)	RIDE General Manager (VM)
Safety & Security Administrator – Chairperson (VM)	RIDE Safety Manager (VM)
Deputy Executive Director (Director of Planning) (VM)	Transit Operations Manager (VM)
Director of Administrative Services (VM)	ACCESS General Manager (VM)
Director of Engineering (VM)	ACCESS Safety Manager (VM)
Director of Finance (VM)	Security Contractor – Account Manager (VM)
Director of Public Transportation & Operations (VM)	Security Contractor – Account Supervisor
Facilities & Fleet Manager (VM)	Facilities Maintenance Supervisor (VM)

+ Note: (VM) = Voting Member

The SSC general purpose is to provide safety and security oversight of transit services as well as transit projects and development. The committee also provides oversight of emergency preparedness and community response. It also monitors and ensures compliance with Federal, state and local safety, security and emergency preparedness regulations, laws and rules affecting public transportation.

1. The SSC shall provide oversight for the Executive Director and/or the RTC Commissioners for the establishment of policies, standards and rules relating to the safety and security of the public, employees and contractors using RTC personal and real property. The deliberations, decisions, and recommendations of the SSC shall be made with due consideration of the need to balance safety and security with the RTC's mission of providing services to the public that are appropriate, efficient, and cost effective.

2. The SSC shall have authority and duty to inspect, investigate and report necessary corrective action with respect to RTC owned and operated equipment and facilities. The contract operators of RTC-RIDE and RTC- ACCESS shall have the obligation to comply with the policies, standards and rules implemented by the SSC utilizing their own personnel, but may request compliance assistance from the SSC.

3. The SSC shall have review and approval authority over all activities relating to safety and security for all RTC property and facilities. Contract operators shall seek SSC approval for any proposed activities that potentially affect safety of personnel or security of the premises. Implementation shall remain the responsibility of the contract operators.

4. The SSC shall provide oversight for all Project Safety and Security Certification Processes. This will include approval of Project Safety & Security Certification Plans, Project Hazard Analysis including preliminary hazard analysis (PHA), failure mode and effects analysis (FMEA), operating hazard analysis (OHA), threat and vulnerability assessment (TVA), project certificate of conformance completion, project safety & security certification and recommend verification of project safety & security certification. The SSC will chair and guide the Project Safety and Security Certification Committees and any sub-groups. The SSC will provide resolution for issues the PSSC cannot agree or reach consensus. The SSC will ensure tracking, monitoring, resolution and closure of any issue adversely affecting project safety and security certification. The SSC refers issues it cannot resolve to the ED as the final authority.

5. The SSC shall offer technical assistance, including but not limited to, training and education, drills, and exercises, to assist in understanding, preparedness and compliance with policies, standards and rules.

6. The SSC's enforcement authority is limited to reporting non-compliance with safety and security policies, standards and rules to RTC, RTC-RIDE, and RTC-ACCESS management and identifying what corrective action is required. The SSC shall be promptly informed of the

corrective action implemented and shall be charged with conducting follow-up inspections to verify compliance.

7. The SSC shall report directly to the Executive Director and shall be accountable only to him/her in matters of safety and security. The ED has delegated the SSA as the SSC chairperson, directing committee function. On an exception basis, voting members may delegate their vote to a supervisor of their department.

8. In general, the resolution process for committee action items is as follows. The SSC with input from the appropriate staff, contractors (transit operations, design, construction, construction management, or manufacturing) will provide recommendation approval regarding remediation, workarounds, restrictions and exceptions to action items. The SSC may require hazard analysis of a recommendation. The SSC will provide a decision for closure or refer a recommendation on the action item. When the committee cannot reach a consensus on recommendation, the Executive Director makes a final decision. This will ensure that system safety and security realized, delivered, tested and validated.

SECTION 6: SAFETY MANAGEMENT SYSTEM PLAN CONTROL AND UPDATE PROCEDURES

The SSA in consultation with the SSC and senior management will annually review the Safety Management System Plan and update it as needed. Review completion of the SMSP review will be by March 31, annually. The SSC will conduct a review of all proposals for changes to the Plan. The SSC will review all regulatory changes and other changes to the SMSP. If system changes occur, the Accountable Executive, Safety/Security Administrator, and the SSC will ensure incorporation of any changes outside a scheduled review in the SMSP. SSC authorized change bulletins may occur throughout the year and distributed within the RTC. The SSC recommends changes and the Executive Director makes the final decision on any change of the SMSP. The RTC Board Chairman and Executive Director annually certify SMSP compliance with 49 C.F.R. Part 673. SSA will preserve at least three years of SMSP documentation for compliance with Federal regulations. Documents are preserved in an electronic fashion on RTC file servers.

SECTION 7: HAZARD ANALYSIS AND RESOLUTION

Before they cause problems, the RTC desires to identify and address as many hazards as possible through a Resolution Process. The RTC will use numerous tools to recognize and evaluate hazards. Then given the nature of the hazard identified, the RTC will take specific actions to control them. The RTC's management is involved in hazard evaluation and control. Hazard analysis and resolution involves the steps of identification, categorization of hazard severity and probability and hazard resolution.

RTC management, Project Safety and Security Certification Committee (PSSCC) and Preliminary Hazard Analysis Teams (PHAT) and safety staff are responsible for conducting hazard analysis of new projects for the RTC system.

7.0 Hazard Identification

RTC management and safety are responsible to conduct periodic occupational and operational inspections of facilities and equipment to identify hazards on a proactive basis. Inspection types include safety/health inspections, OSHA compliance audits and inspections, facility inspections, preventative equipment and vehicle inspections, fire/life safety inspections. Identification of hazards may occur through direct observation, claims, customer complaints, accident reports, employee reporting, reports of safety monitors and record reviews.

The RTC will employ inductive and deductive processes to identify and eliminate hazards. The inductive process involves the analysis of system components to identify failure modes and effects on the total system and personnel actions. Failure mode analysis is a systematic method of determining which failures in systems are life threatening or cause product impairment and which are not. Examples are conditions such as, “failure to open, failure to close, failure during operation, acts which are improper or inadequate or at the wrong time, etc. or any combination thereof.” Elimination of failures can occur through various means described in following sections.

Fault hazard analysis is a deductive method of analysis that requires detailed investigation of subsystems to determine hazard modes and causes of hazards. Deductive hazard identification process involves defining an undesired effect deducing combinations of conditions or faults of the system and the determining causes necessary to produce that effect. Typical identification of fault hazards occurs through testing methods such as integrated testing or system operation testing. Elimination or reduction of fault hazards can occur through means described in the following sections.

7.1 Hazard Categorization

The RTC uses a process (Reference: MIL STD 882-E) to determine which hazards are acceptable, acceptable with certain conditions applied and those which are unacceptable. The key is the use of a formalized process that:

1. Identifies and categorizes the hazard;
2. Potential hazard mitigation steps or solutions are listed and considered;
3. Hazard mitigation steps or another solution is implemented;
4. Hazard follow-up determines reduction or elimination of the hazard and if additional steps or actions are necessary to resolve the hazard.

7.1.1 Hazard Severity

Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies or procedural efficiencies for system, subsystem, or component failure or malfunction, categorized as follows:

I (Catastrophic)	Death or system loss.
II (Critical)	Severe injury, severe occupational illness, or major System damage.
III (Marginal)	Minor injury, minor occupational illness, or minor System damage.
IV (Negligible)	Less than minor injury, occupational illness, or System damage.

7.1.2 Hazard Probability

The definition of hazard probability is the likelihood that a specific hazard will occur during the planned life expectancy of the system element, subsystem or component. A subjective description can include potential occurrences per unit of time, events, population, items or activity, ranked as follows:

A (Frequent)	Likely to occur frequently (individual); Continuously experienced (fleet/inventory).
B (Probable)	Will occur several times in life of an item; will Occur frequently in fleet/inventory.
C (Occasional)	Likely to occur sometime in the life of an item; will Occur several times in fleet/inventory.
D (Remote)	Unlikely but possible to occur in life of an item; Unlikely but possible to occur in fleet/inventory.
E (Improbable)	So unlikely, it can be assumed no occurrence; Occurrence unlikely, but possible in Fleet/inventory.

Upon hazard identification, analysis determines potential severity and probability of occurrence. The standard process for this analysis is hazard identification, categorization, listing of potential mitigation steps or solutions, implementation of mitigation steps and finally, a follow-up of the hazard and its corrective action(s) to make certain there is reduction of severity or elimination.

The management staff of the RTC can effectively determine the severity of all but the most difficult or unusual hazards. However, should there be difficulty in establishing an agreed upon hazard categorization and/or resolution, the issue referred to the SSC for a determination as to the category and resolution. Should the SSC fail to reach consensus on categorization and/or resolution the Executive Director will resolve the matter.

The successful resolution to some hazards may require the use of outside subject matter experts, consultants or the like. The point is that the RTC will look to external resources to help resolve a hazard within the system. The SSC or management may recommend the use of external resources with approval from the Executive Director.

Hazards identified on an ongoing basis should be entered in the formal process in the same manner as those identified by formal analysis techniques associated with new procurement and new system construction. All employees involved in the hazard identification process must know and understand their respective roles.

7.2 Hazard Resolution

The definition of hazard resolution is the analysis and subsequent actions taken to reduce to the lowest level practical the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. RTC’s transit environment contains some hazards that are impossible to eliminate and others that are highly impractical to eliminate. Accomplishing reduction of risk to the lowest practical level occurs in a variety of ways from protective and warning devices to special procedures.

There are, however, some hazards that present unacceptable risk requiring elimination. Part of the Hazard Resolution Process is the use of a Hazard Resolution Matrix. The Matrix prescribes which hazards are acceptable, acceptable with mitigation or unacceptable. The RTC’s Hazard Resolution Matrix is as follows:

RTC HAZARD RESOLUTION MATRIX					
	Category	I	II	III	IV
Hazard	Probability	Catastrophic	Critical	Marginal	Negligible
Employee Behaviors	A	UN	UN	UN	AC/WR
Equipment	B	UN	UN	UD	AC/WR
Facilities	C	UN	UD	UD	AC
Processes	D	UD	UD	AC/WR	AC
	E	AC/WR	AC/WR	AC/WR	AC
Codes: UN = Unacceptable UD = Undesirable AC = Acceptable AC/WR = Acceptable with review by management					

After the risk assessment, resolution occurs from plan development. Elimination or reduction of hazards in the highest risk category (IA, IIA, IIIA, IB, 2B, IC in the Hazard Resolution Matrix) occurs until they are in a lower risk category. Once in a lower category, management evaluation determines the most effective means of dealing with the hazard. As indicated, elimination or reduction of those in the highest risk category occurs until they can be classified in one of the other three categories. The strategy for dealing with risks in the second highest category (IIIB, IIC, IIIC, ID, 2D in the Hazard Resolution Matrix) are recommended by an RTC department head or

Contractor, but it must be submitted to the SSC for approval. The RTC department head or Contractors may directly address hazards posing risks in the lowest two categories with reporting to the SSC.

The entire Hazard Resolution process is a formalized, predetermined procedure for risk acceptance by the RTC and contractor staff. It allows for a systematic hazard identification process and a coordinated hazard effects minimization process.

7.3 Approach to Hazard Elimination and Mitigation

The RTC uses a hierarchal approach to eliminate or control hazards:

1. Design for minimum risk
2. Use of safety devices
3. Use of warning devices
4. Provide special procedures and training

7.3.1 Design for Minimum Risk

There should be provisions in all designs to identify and eliminate hazards through appropriate safety and security design concepts, such as fail-safe design and redundancy. Design provides mitigation to the lowest practical risk level for hazards not eliminated.

7.3.2 Use of Safety Devices

After design, the use of fixed, automatic or other protective safety devices may reduce remaining hazards to an acceptable risk level. These safety devices are critical system elements and will be inspected and maintained as such.

7.3.3 Use of Warning Devices

When design or safety devices cannot affectively mitigate hazards use of warning devices may provide timely detection of the activated hazard and generate adequate warning signals. Design of warning signals shall minimize the probability of incorrect reaction to the warning by employees or other individuals. These warning devices are critical system elements and will be inspected and maintained as such.

7.3.4 Provide Special Procedures and Training

Where it is impossible to adequately mitigate hazards through design, safety devices, or warning devices, written procedures and training are used to either reduce the probability of the hazard occurring, reduce the severity of the hazard if it does occur, or both, so that an acceptable risk level is achieved.

7.4 Hazard Resolution Methodology

PHAT and PSSCC or others will resolve and recommend further actions for hazard resolution to the SSC. The SSC provides a recommendation to the originator for resolving a hazard. After concurrence, if it is a hazard in the second highest risk category, it is further presented as a recommendation to the Executive Director, who may accept, modify or reject the recommendation. Upon modification or rejection of the recommendation, the SSC will further analyze, determine strategy and recommend other actions until final approval from the Executive Director. Referral occurs of the approved hazard resolution to the PSSCC, responsible department, or contractor for implementation. The SSC will provide oversight through resolution and closure.

7.5 Resolution of Active Hazards

Appropriate staff evaluate and eliminate operating system hazards to an acceptable level according to the Hazard Resolution Timetable. This Timetable ensures achievement of the optimum level of safety through the expeditious resolution of hazards, once identified.

RISK CATEGORY			RESOLUTION TIMETABLE			
Unacceptable - must be mitigated (1A, 1B, 1C, 2A, 2B, 3A)			Must be addressed immediately and reported to the RTC Board.			
Undesirable - Mitigation plan must be approved by the SSC (1D, 2C, 2D, 3B, 3C)			A resolution must be developed and implemented as soon as possible. (Ideal if less than 5 days, may take longer to resolve due to funding, staffing or equipment needs, procurement and implementation.)			
Acceptable - with review by SSC (1E, 2E, 3D, 3E, 4A, 4B)			The review process must be completed and resolution accepted within 30 working days.			
Acceptable - without review			The SSC must be notified of action taken within 30 working days			

Use of a Corrective Action Plan (CAP) records identified hazards, tracks recommended mitigation efforts, assigns accountability and documents closure. The CAP must describe the hazard, classification, risk, corrective actions, required resources, resolution, accountable staff and closure.

Hazard Corrective Action Plan		
System, Sub-System, Equipment, Procedure or Function:		
Hazard Description:		
Hazard Severity:	Probability of Occurrence:	Hazard Risk Index:
Corrective Action:		
Required Resources:		
Controlling Measures and Remarks:		
Resolution:		
Actions Implemented:		
Closure:		
Prepared by:	Approved by:	
<hr/>	<hr/>	
Name, Title and Date	Name, Title and Date	

7.6 Hazard Resolution Oversight

Direct oversight of implemented resolutions to verify their effectiveness is the responsibility of the involved department, or contractor. In those cases where the SSC was directly involved in deciding the hazard resolution, the SSC will participate in directly overseeing implementation effectiveness.

SECTION 8: ACCIDENT/INCIDENT REPORTING AND INVESTIGATION

8.1 Criteria

All employees are required to immediately report and document accidents and injuries, no matter how minor. Coach Operators must complete a written report on accidents and/or injuries occurring on or near their coach or van. A Contractor's field supervisor shall respond to every accident involving their assigned vehicles' and will assist in controlling the accident scene, securing witness statements and performing the initial investigation. RTC staff will investigate accidents involving RTC vehicles.

8.2 Reporting Procedures

The SSC reviews all accidents monthly. The review process includes final report approval, review and discussion of corrective action plans and follow-up monitoring. The SSC meeting agenda includes accident review, analysis, recommendation and follow-up monitoring. RTC's accident procedures differ for major and minor accidents.

Major accidents/incidents include any one of the following events:

- Fatalities involving passengers, employees, bystanders, and trespassers, (includes death within 30 days of the incident).
- Any accidents, which results in an injury of two or more persons, where the injured party requires medical assistance away from the scene of the accident.
- Property damage in excess of \$25,000.
- Collision at a railroad crossing.
- Incidents not addressed above which require the evacuation of passengers or employees from the vehicle, station, other facility or right of way.

Non-major accidents/incidents include the following events:

- Bodily injury of one person, and immediate medical treatment away from scene of accident.
- Property damage between \$7,500 and \$24,499.
- Fire and smoke in vehicles, and facilities not addressed above.
- Other incidents involving rules and procedures violation.

8.3 Internal Notification

The Contractor's Dispatch Control Center (RIDE or ACCESS Dispatch) has a list of criteria for determining the type of accident and notification requirements. Dispatch will notify the

appropriate department or individuals. Upon receiving notification of an accident/incident Dispatch will assure that the Coach Operator:

- Reports the location and direction of travel.
- Describes the accident/incident.
- Activates the Emergency Stop Button (or otherwise stops the vehicle).
- Provides the appropriate announcements to the passengers.
- Turns off engine, assesses on-board injuries, and assesses outside bus injuries and other related damages.
- Assists with injuries, and distributes and collects witness cards.

In the case of a major accident, Dispatch will notify emergency responders (City of Reno and Sparks Fire Departments, Police Departments, or Washoe County Sheriff's Office, etc.). Dispatch will request Emergency Medical Services for any injured parties. Dispatch will then notify its managers and appropriate maintenance staff to respond to the scene of the accident/incident. The RTC Security/Safety Administrator (SSA) will respond to all fatality accidents and other catastrophic events.

8.4 Reporting and Documentation

After the service contractor's on-scene accident/incident initial investigation, some issues may remain unresolved or need completion. This is often the case involving major accidents and/or those requiring reports to the National Traffic Safety Board (NTSB).

Accidents requiring state or federal reporting requirements shall be coordinated with the SSA prior to submission.

The degree of follow-up documentation will vary from one accident to the next. The following may require documentation:

- Compliance with operating rules and procedures
- Follow-up interviews
- Employee records review
- Post-accident drug and alcohol testing
- Vehicle equipment impounding and inspections (of vehicles involved in accident), and maintenance records review
- In-shop inspections
- Repair estimates on vehicles

Accident analysis – In preparation for the final report, investigator(s) attempt to reconstruct the events as follows:

- Who was involved?
- What events occurred?
- How did the events happen?

Sequence of events for off-site accident/incident investigations is as follows:

- Analysis of off-site data collection
- Documentation of findings
- Determining conclusions
- Determining probable cause and contributing factors
- Recommendations

For reportable accidents, the responsible contractor's written report will identify the most probable cause and any contributing cause of the accident.

8.5 Follow-up

Accident/incident investigations identifying the need for a corrective action plan should include the following information:

- Element of activity identified as deficient.
- Planned activities to resolve deficiency.
- RTC or Contractor department responsible for implementing corrective action.
- Scheduled completion date for implementation.
- Estimate cost of implementation.

As necessary (fatal accident/incident), the RTC or Contractor will provide a list of corrective actions due to accident/incident investigation and report progress to the SSC.

8.6 External Notification

The responsible service provider contractor has responsibility, in coordination through the SSA for notifying external agencies, including NTSB, if required. NTSB notification shall occur within two hours of any bus accident involving a passenger fatality.

SECTION 9: SAFETY INSPECTION AND AUDIT PROCESS

RTC will use a variety of evaluative tools to meet the needs of the organization including self-assessments and voluntary regulatory assessments. RTC staff, consultants, contractor staff or qualified persons from other agencies conduct assessments, audits and evaluations.

The RTC internal safety audit program consists of audits coordinated and conducted by RTC, Contractor and SSA to measure effectiveness of the Safety Management System Plan and compliance with its requirements. Conduction of internal safety audits will be in accordance with FTA, TSA, OSHA (or other local, state and federal agencies), etc. and will follow applicable

guidelines and requirements. The audits will ensure that all rules, procedures, operating practices, training and facilities conform to applicable safety requirements and that adequate documentation exist to verify proper performance of safety-related activities. Audit program activities include the following:

- Ensuring adequate on-the-job safety surveillance during system maintenance, operation and modification.
- Determining compliance with management safety policies as contained in the SMSP.
- Determining compliance with operating rules, regulations, standards, codes and procedures.
- Recommending specific corrective action plans to eliminate or minimize the effects of each deviation from compliance.

The Contractor's safety staff will conduct the majority of audits. Yearly performance of audits occurs on a cycle that assures audit of every element within the SMSP at least once in a three-year period.

Advance Audits announcements ensure full support and participation of each department or section. For each of the areas audited, safety staff are encouraged to use written checklists designed for that audit and outlines the key audit requirements.

Upon completion of the audit, the Contractor safety staff in conjunction with the SSA will discuss the findings and make recommendations to the audited department or section. Some findings may require the development of a corrective action plan (See Hazard CAP form) which must include:

- A full description of the tasks that will correct the item. Complex corrective actions may require multiple sub-tasks and milestones.
- An assignment of whom, by title and department is responsible for accomplishing the corrective action.
- A schedule for completion of the corrective action with intermediate milestones as appropriate.

Audited departments are responsible for implementing their respective recommendations and approved action plans within the established periods.

9.1 Facilities Inspections

All public and operating facilities are subject to periodic audit/inspections to identify unsafe or unhealthy conditions, and determine if maintenance is required. Facility inspections will include facility/audits, preventive maintenance inspections, and fire/life safety inspections.

- Facility Audits – Each operating facility is subject to quarterly audit by RTC staff or consultants. Standard inspection includes all major components at each facility.

Components include foundations, substructures, superstructures, exterior closures, roofing, doors, walls, floors, plumbing, electrical and safety systems. Use of these audits to prepare condition profiles that assist in planning and programming all maintenance repair and rehabilitation projects into the annual work plan.

- Preventive Maintenance Inspections – Each operating facility must have a scheduled preventive maintenance program. Follow the RTC’s facilities maintenance plan to ensure that the facilities and their subsystems and equipment are inspected and serviced based on the manufacturer’s recommendations. Performance of inspections by either in-house staff, or their consultants, or outside service contractors.
- Fire/Life Safety Inspections – On an annual basis, each operating facility is subject to an unannounced fire inspection by the Fire Marshall’s Office. Compliance with all fire and life safety codes are the basis of these inspections. Documentation of inspections are in the form of reports with follow-up on any areas identified as weaknesses or violations.

Each facility is also required to conduct self-inspections on a weekly or monthly basis in accordance with written procedures that contain formal checklists. Monthly inspections include items such as fire extinguishers, eyewash stations, and hazardous waste material storage areas.

RTC’s Public Transit Services, SSA and others, will frequently walk through each facility with a focus on safety and security. The goals of each of these inspections are to provide RTC employees, its contractors and the riding public with safe, reliable, high- quality service throughout all facilities and the entire service area.

9.2 Maintenance Audits/Inspections

The RTC’s Public Transit Services has two main contractors, which are responsible for preventive maintenance and repair of the contractor-operated fleet including buses and non-revenue vehicles. The contractors also work with RTC’s Facilities Maintenance Section to maintain operation and maintenance facilities.

RTC’s safety compliance assessment involves the process of spot-checking contractor maintenance records and documents to find problems before they cause a negative situation. Each maintenance area is to perform internal inspections daily, in accordance with approved procedures.

9.2.1 Maintenance Functions

Each contractor provides the same basic maintenance functions. Each contractor performs all levels of maintenance on revenue vehicles and support vehicles, including cars, trucks and vans. The intense emphasis on assuring that the fleet support equipment operates effectively and efficiently has a direct relationship to the organization’s ability to provide on-street service supervision and support, which directly supports the Safety Management System.

The contractors are responsible for preventive maintenance, of revenue collection equipment, and bus electronic fare boxes and ticket vending machines (TVM's). Contractors are also responsible for passenger shelters, benches, bus stops, parking lots and other related facilities within their operations.

Transit contractors are responsible for preventive maintenance of vehicle and fixed-end electronics systems. This includes portable and mobile radios. Other equipment such as surveillance equipment (security cameras and recorders), message signs, electronic gates, radio consoles and antenna sites are the responsibility of the RTC. This maintenance enables RTC to conduct safe and secure transit and maintenance operations on its buses and at its facilities.

Preventive maintenance includes periodic inspections and programmed testing or replacement of wearable components. Performance of preventive maintenance inspections (PMI's) occurs on a scheduled basis on all RTC assets. PMIs comprise a majority of the maintenance workload and are a key method in the prevention of failures that could result in safety-related incidents. Major systems, such as wheelchair lifts, air conditioning, and heating and fire suppression are the subject of PMI's.

Contractors (RIDE and ACCESS) are responsible for performing numerous tasks including:

- Yearly State safety inspection on revenue vehicles.
- Preventive maintenance inspections and minor repairs to the entire vehicle and its components on a scheduled basis.
- All necessary repairs found during inspections or from road defect reports.
- All cleaning and servicing to vehicles, from the daily cleaning, fueling, and fluid top-off, to complete interior major cleaning and mechanical system steam cleaning.

RTC or other Contractors maintain RTC property and equipment, such as the administration building and transit centers that not maintained by the service providing contractors.

9.2.2 Safety-Related Standard Operating Procedures

Maintenance personnel work with established safety-related Standard Operating Procedures (SOPs), including Lock-Out/Tag-Out, hazardous materials and other applicable topics. Safety-related SOPs developed by each Contractor's maintenance division are must be submitted to the SSC for review and approval.

9.2.3 Correction of Defects

Discover of defects occurs four ways: 1) defect reports used by coach operators or other end-users that identify problems; 2) service interruptions, such as road calls; 3) PMIs; and maintenance reviews. Correction of all defects found must in accordance with approved procedures.

9.2.4 Inspection Programs

The maintenance technicians perform regular equipment, facility and systems inspection programs that monitor the safety, reliability and cleanliness of the Contractor maintenance programs. There is referral to the SSC for assistance in finding an acceptable resolution for any potential hazard not reduced or eliminated through regular management procedures found during inspection.

9.2.5 Quality Assurance

Quality Assurance (QA) monitors compliance with established maintenance procedures and policies, as well as assists in the resolution of technical problems. QA personnel conduct routine review of all service interruptions and categorize them for summarization at the senior management level.

9.2.6 Warranty

Conduction of the warranty function occurs partly by contractors and partly by RTC personnel. Jointly, they are responsible for claims recovery on premature failures of warranted parts, components and systems throughout the bus fleets. Recovery may consist of cash, parts, labor, or any combination thereof. The contractor is responsible for identifying and documenting warrantable fleet defects, and offers a formalized process for responding to potential safety problems. RTC is responsible for contractually resolving warranty issues for RTC procured vehicles. The RTC is also responsible for warranty implications associated with the fare box, ticket vending machines and communication systems. The contractor is responsible for the warranty of any repair parts or equipment purchases.

9.2.7 Bus Maintenance Inspections

Performance of preventive vehicle maintenance inspections and repairs must be in accordance with approved maintenance procedures on a regularly scheduled basis, and monitored for completion and continuous improvement. Management notification providing maintenance information occurs if there are missed schedule intervals and corrective action taken. All maintenance checklists shall include recommended manufacturer, supplier, or builder procedures, programs, and guidelines.

State Emissions Inspections and Emissions Opacity Testing: RTC sends all gasoline- powered vehicles to external sources for emissions testing and certification. Although not a regulatory requirement, RTC conducts an annual opacity test for all heavy-duty buses. Correction and documentation of problems occurs prior to equipment returned to service.

Preventive Maintenance Inspections (PMI): All revenue, non-revenue and off-road support equipment is subject to scheduled PMI processes in accordance with the manufacturers' guidelines. Proactive assurance fleets are safe and well maintained is provided by the inspection processes.

Post-Accident Quality Assurance Inspections: Each Contractor shall conduct formal post-accident inspections on vehicles when there is an indication that parts or vehicle system failure may have contributed to the accident.

Communications Equipment System Inspections: Fleet radios and fixed stations undergo periodic inspections and repairs by outside vendor(s) as provided by the RTC. Each Contractor (RIDE, ACCESS) are responsible for assuring the overall functionality of their equipment and processes, including portable, mobile and fixed-end applications.

Other Shops Maintenance Inspections: The heavy repair (major component) facility, brake and battery shops and paint and body repair facility have developed internal processes and inspections procedures to assure conformance to established standards.

SECTION 10: RULES/PROCEDURES REVIEW AND ENFORCEMENT ACTIONS

RTC ensures that annual reviews are performed for all safety rules/procedures and necessary revisions made. Change of conditions may also dictate when to make revisions. A review and revision of safety rules and procedures occurs in accordance with any changes to federal, state and local codes.

The RTC encourages employees and contractors to report unsafe conditions or situations. Employees and contractors shall report unsafe conditions, situations or incidents to management without fear of reprisal. The RTC's safety and health program will only be effective if all employees and supervisors are accountable for their responsibilities and safety performance. Front line supervisors may be the best choice for administering disciplinary action for minor violations. However, upper level management administers disciplinary actions for more serious violations. In general, addressing violations of safety rules and policies occurs in the following manner.

- | | |
|---------------------|----------------------------------|
| 1. First incident: | Verbal warning |
| 2. Second incident: | Written reprimand |
| 3. Third incident: | Written reprimand and suspension |
| 4. Fourth incident: | Termination |

Examples of employee behaviors resulting in disciplinary action can include:

- Failing to comply with safety rules
- Use of unsafe methods
- Failing to report injuries
- Failing to use required personal protective equipment
- Making safety devices inoperable by removing, adjusting or disconnecting them

SECTION 11: TRAINING AND CERTIFICATION REVIEW AND AUDIT

11.1 Training and Certification Review and Audit

Proper documentation, regular review and update of all RTC and contractor training programs occurs as needed. There will be an annual review and full audit every three years of each training program. RTC officials, or their consultants, will review all training. The purpose ensures training of employees who can demonstrate their understanding of what they have learned. Contractors accomplish training of operations and maintenance employees in accordance with the provisions of their contract with the RTC, which also includes a requirement to comply with content of this SMSP. It is each contractor's responsibility to ensure that workers are knowledgeable, skilled and always focused on safety while carrying out their assigned responsibilities.

11.2 Contractor Training Programs

Contractor's training programs include licenses, training completion, internal and external certifications required by title or job responsibility. Contractors must ensure FTA defined safety-sensitive jobholders are provided all required training and certification on an on-going basis. Safety-sensitive jobs are coach operator, mechanic, dispatcher, and armed officer. In general, training should document skills performance, knowledge of operational procedures, emergency procedures, equipment usage, new equipment configurations, OSHA requirements and any other special requirements.

SECTION 12: EMERGENCY RESPONSE PLANNING, COORDINATION, AND TRAINING

RTC has developed the System Security and Emergency Preparedness Program Plan (SSEPP). The SSEPP provides information relevant to all RTC employees and its contractors regarding emergency procedures, drill procedures, and the conduct of periodic disaster and emergency response actions drills, for all modes of transportation.

The SSEPP addresses:

- Security conditions and capabilities,
- Threat and vulnerability resolution process,
- Threat levels and alerts,
- Security and emergency procedures,
- Related training and evaluation, and
- All-hazards emergency response.

All RTC and contractor personnel involved with the public must receive training in emergency operations and participate in emergency drills as part of their recurrent training.

RTC and contractor personnel must follow emergency management procedures contained in Appendix A.

SECTION 13: SYSTEM MODIFICATION REVIEW/APPROVAL PROCESS

13.1 System Modifications

Major modifications to systems, equipment or vehicles must address safety concerns and hazard through a safety certification process. Minor system modification require addressing safety concerns and hazards in the same way as major modifications. System modification often results from systems testing, observations, inspections, data analyses and equipment failures due to design problems, hazard reports, accident investigations, and internal or external audits. Proposal of modifications may occur as a means of improving a system's efficiency, maintainability and performance, or in order to eliminate or control hazards.

For elements involving either the bus fleet or infrastructure, the design, construction and coordination procedures applicable are in the appropriate RTC contract documents. It is the responsibility of the department drafting the specifications for the equipment, system or facility to assure that safety requirements specification in procurement documents.

The RTC SSC reviews modifications effecting safety and security to systems, equipment and vehicles through the Safety and Security Certification Process. Transit system expansion or reduction (e.g., addition of BRT service) requires safety and security certification. The Handbook for Transit Safety and Security Certification, FTA 2002, provides a 10-step safety and security certification process. Safety and Security Certification of projects involves the project management team, project safety and security certification committee, preliminary hazard analysis team, contractors and consultants for completion. The process requires review and approval of certification and a verification recommendation by the Executive Director. The SSC reviews and approves equipment and vehicle safety and security certification as well.

13.2 Safety Requirements for Modifications

The RTC and its representatives will approve incorporated modification and configuration control requirements into all contracts in order that changes to the design of equipment and facilities documentation. Changes to designs after completion (sign off) of reviews are to be coordinated between RTC, its representatives, and the contract holders. Included in the contracts are compliance with safety assurance; modification and configuration control; safety analysis; evaluation and review. General areas most affected by system modifications and configuration controls include: vehicles, communications, fare collection and maintenance facilities.

Procurement of new systems, facilities, and equipment for RTC includes safety requirements in specifications and design reviews, and the testing, evaluation, and certification of the new systems (including configuration). It is the responsibility of the specifier (RTC, Contractor, or vendor) of new systems to assure to the RTC that safety requirements are included in the procurement process.

13.3 Security Requirements for Modifications

The RTC will ensure that facility modifications include provisions that are consistent with current security systems for electronic access control, locks and keys, intrusion detection and closed-circuit television system. Accomplishing facility modification must ensure that there is a consistent philosophy and implementation for the RTC's security systems.

13.4 Special System Safety/Security Considerations

RTC requires special consideration to the following in contracts affecting system components:

- Compatibility with the safety features, design, and procedures of the existing system into the new designs. Design criteria includes crime prevention through environmental design (CPTED) concepts and fault tolerant principles must be incorporated into all designs of new systems, including hardware, software, equipment, and facilities, when failures would cause a catastrophic event resulting in death or injury to persons, or damage to critical systems. As a prerequisite, there will be no consideration to new designs unless they proved safe and effective in operation elsewhere.
- Avoidance, eliminations, or reduction of identified safety hazards caused by design change; the inclusion of safety devices; or introduction of new or additional parts or materials, must be built into the designs.
- Components must be located so that access by personnel during operation, maintenance, repair, or adjustment does not require exposure to hazards (such as electrical shocks, burns, sharp edges or points and dangerous or toxic materials) beyond acceptable risks.
- Designs must minimize damage to equipment or injury to personnel in the event of an accident or catastrophe.

- Proper design must avoid undue exposure to physiological and psychological stress, which might cause errors leading to accidents or catastrophes.
- Provision of suitable warning and caution notes must be included in the vendors' instructions for the operation, assembly, maintenance, and repair of their products, and the imposition of distinctive markings for personnel protection on hazardous components, equipment or facilities.
- Developed staff training programs for all new systems or modifications, submitted to the RTC for approval, and personnel trained prior to final acceptance of the system or modification.

SECTION 14: SAFETY DATA ACQUISITION/ANALYSIS

The RTC, its consultants and contractors conduct proactive safety and health activities, including periodic inspection of facilities and construction projects, documented industrial hygiene surveys, and other occupational health assessments.

Safety related data will also be collected through review of operational and maintenance reports, accident reports, hazard analysis, injury/illness/incident investigations, performance reviews, customer complaints, claims, supervisory observations, and safety audits. Collected data will be analyzed and arranged in a manner that allows ready comparison with past safety performance in similar areas. Investigation or patterns of reduced safety should occur and if warranted, recommendations made to improve safety to previous levels or better.

Careful review of safety data, such as accident reports, claims, customer complaints, etc., should continue for an acceptable period after the implementation of a hazard resolution. Comparison of "before-and-after" statistics can also provide confirmation that the resolution is effective.

Annual Safety Report: Collected safety data, and the results of analysis of that data, will constitute significant parts of the Annual Safety Report. SSA will prepare this report it then signed by the Executive Director and sent to the RTC Board, and other selected entities. The report will include a narrative assessing RTC and contractor safety performance for the year.

SECTION 15: INTERDEPARTMENTAL/INTERAGENCY COORDINATION

RTC has a system of continuing verbal and written communication procedures in place to ensure interdepartmental, contractor, and interagency coordination is occurring. Proper implementation of the contents of this Safety Management System Plan will help to achieve an open line of communication throughout the organization. It is prudent to involve employees in the planning, implementation and necessary improvements needed to enhance their personal workplace safety. Employee solicitation of solutions to safety and health problems is essential. RTC will ensure its employees, and its Contractors contribute to safety and health objectives through participation on safety committees and teams.

RTC recognizes the benefits of developing and maintaining open lines of communication with its peers, local emergency service providers and others in supporting community safety. As such, RTC participates in local community groups that plan and exercise safety and emergency action plans for Northern Nevada. In addition, RTC works with other providers as needed on statewide initiatives or efforts designed to improve emergency and safety preparedness. RTC's key leaders and the SSA act as liaisons for such work and communication.

SECTION 16: CONFIGURATION MANAGEMENT

The RTC SSC reviews modifications effecting safety and security to systems, equipment and vehicles through the safety and security certification process. The RTC provides change control for its operations through its contractors. Contractors must follow configuration control procedures to assure that changes to facilities, hardware, operating and support systems ensure the modified system meets all approved safety standards, and ensure that the changes do not degrade safety or performance. The SSC provides final approval or recommendation for approval of the change control process.

Equipment Warranty, Fleet Defects and Maintenance Campaigns: Contractor's Maintenance Divisions carefully monitor new coaches and vans to ensure identification, documentation and recording all premature failures of parts, components and assemblies. Maintenance staff will file appropriate claims against the manufacturer for the repair or replacement of the failed element(s) while assuring that the corrective action satisfies and sustains the original equipment configuration. Declaration of a formal fleet defect occurs when failure rates meet or exceed the percentage agreed upon in the respective contract. RTC Public Transportation & Operations will make the Declaration. RTC Public Transportation and Operations, and contractor maintenance staff coordinate manufacturer Corrective action campaigns to assure that such repair campaigns satisfy all configurations, functionality and quality requirements.

Technical Library: Each primary Contractor will maintain a technical library to ensure the availability of current maintenance procedures and parts information. The library is a reliable source for current information of maintenance campaigns and service bulletins, component catalogs, fleet assignments and other information that is necessary to assure required maintenance and configuration control.

16.1 New Systems Configuration Management

Verification of compliance with safety requirements contained in the specifications occurs by using coordinated reviews of contractual documentation, system design reviews, assessment of failure modes and criticality analyses, fault-tree analysis and preparation of test results. Assessed during this verification effort, are adherence to configuration control and other appropriate management procedures.

Contractors are required to prepare and submit “as-built” contract drawings after new projects, or overhauls or rehabilitation of the transit fleet, system equipment and facilities are completed. Design changes made after completion of design review will be coordinated with the Contractor Service Providers and the Public Transportation and Operations Department.

New Coach/Van Purchases: There is assignment of a project manager (PM) to each new bus procurement. The PM is responsible for coordinating, monitoring and controlling all aspects of the new contract and the ultimate equipment configuration. Review of RTC’s technical specifications in the manufacturing plant for each new bus contract promotes and ensures full understanding of the required vehicular configuration. Upon final inspection, release and acceptance at RTC, the PM is to ensure that a post-delivery audit of the bus equipment and records to assure that the agreed-upon equipment configuration standards have been satisfied.

SECTION 17: EMPLOYEE SAFETY PROGRAM

RTC and its operations and maintenance contractor employee safety programs are intended to reduce substantially the number of accidents and injuries occurring within its facilities and to ensure that when they do occur that they are handled properly. The Employee Safety Program incorporates all applicable local, state, and federal requirements including employee right to know provisions.

The SSA in conjunction with RTC Human Resource Section and others as required, review employee accidents, incidents and injuries that occur, and develop programs and initiatives to reduce event numbers. The SSA also meets with supervisors at RTC facilities to ensure the implementation of the appropriate OSHA requirements.

RTC and contractor employees must become familiar with all policies and procedures, and learn how to perform their jobs safely and efficiently. RTC encourages the use of documented on-the-job training, classroom and specialty training, to contribute to a successful safety and health program. The training effort includes hazard recognition, regulatory compliance and accident prevention. Reinforcement of training occurs through regular follow-ups with employees. This document is an integral part of the employee safety program.

As part of the employee safety program, the RTC and its contractors encourage the use of three motivational techniques: communication, incentives/awards/recognition, and employee surveys. Effective communication within the organization keeps employees informed about policies, procedures, goals and progress. Bulletins, board notice newsletters, meeting and other forums, contribute to awareness and a proactive approach toward safe conditions. RTC also requires compliance with all laws and regulations (e.g., OSHA, ADA) that enhance worker dignity, safety, health and productivity.

17.1 Industrial and Occupational Safety and Health

Each RTC Department is responsible for industrial and occupational safety and health for its employees and each contractor is responsible for the occupational safety and health of its employees. The RTC requests consultative reviews from the State of Nevada OSHA – Safety Consultation and Training Section encompassing all facilities and operations. The SSA will provide consultancy services and oversight of employee safety and training programs through the following work activities:

- Investigation of employee injuries
- Safety training at new employee orientation
- Periodic training covering applicable industrial and occupational safety topics
- Implementation of corrective action to reduce hazards identified in the workplace
- Periodic inspections to evaluate the safety of the facility
- Annual updates to the Emergency Action and Evacuation Plans

17.2 Personal Protective Equipment

All personnel participating in work actions or activities subject to personal protective equipment (PPE) requirements must be notified, trained, equipped and in its use. RTC departments and contractors are responsible for providing the necessary PPE. Employees are required to use PPE in work actions or activities subject to regulation or requirement.

17.3 Interdepartmental, Contractor and Interagency Coordination

RTC has a system of continuing verbal and written communication procedures in place to ensure interdepartmental, contractor, and interagency coordination is occurring. Proper implementation of the contents of this document will help to achieve an open line of communication throughout the organization. It is prudent to involve employees in the planning, implementation and necessary improvements needed to enhance their and their fellow workers, personal workplace safety.

17.4 Operating Environments and Passenger Facility Management

Passenger facility management at each RTC location servicing the public will provide a clean, safe and secure environment for customers. Cleaning and repairs of bus stops and shelters occur daily and as necessary based on customer feedback.

17.5 Employee Work-Related Injuries

Employees involved in a work-related accident are required to report the accident to a supervisor, who must document the accident utilizing approved report forms. A claims adjuster, hired by either the RTC or the Contractor as applicable, classifies the type of accident before incorporating the claim into the administrative process. RTC and its contractors have a formal return-to-work program, which encourages employees to return to work, with restrictions, in a modified duty assignment. The hazard management process describes the methodology used to reduce employee work-related injuries. A review of all accidents passenger or public injuries and employee injuries occurs for hazard identification, classification, risk, mitigation and follow-up to reduce or eliminate reoccurrence.

Safety-sensitive personnel (operators, dispatchers, mechanics and armed officers) will immediately report any work-related injury to a supervisor. The supervisor will ensure any necessary emergency response, documents the incident and initiates the administrative process.

SECTION 18: HAZARDOUS MATERIALS PROGRAM

The Public Transportation Department is responsible for mandating safety requirements in its service provider contracts. The RTC's purchasing authority is responsible for mandating safety requirements in its vehicle procurement, facilities design and construction contracts. Both departments require compliance from vendors with RTC's safety requirements. The SSA is responsible for ensuring that the RTC and its contractors meet requirements related to the safety of RTC employees and property, contractor employees and property and the public.

Operational and passenger safety are the highest priorities when defining vehicle and facilities design requirements. Established design criteria ensure the equipment and installed materials meet or exceed all safety, flammability and environmental requirements, and meet all state and federal standards and regulations in effect at the time governing the specific equipment and materials used. Verification of contract compliance, commence with the design phase, continue through construction and final acceptance with inspections and testing by qualified consultants or RTC personnel.

18.1 Hazardous Materials Management Plan

RTC has, and requires its contractors to have, a Hazardous Materials Management Plan (HMMP) for each operating facility. Among other requirements, each HMMP must assist the local fire department in the event of their response to a hazardous material (HAZMAT) emergency. Each HMMP is site-specific and describes features of RTC systems and equipment required for compliance with pertinent statutes, ordinances and regulations. The HMMP requires each contractor to name a facility emergency contact person and/or position, and list the types and location of chemicals stored at the facility. Facility information includes items such as floor plans, hazardous material storage locations, staff evacuation locations, etc.

Each Contractor oversees the storage, handling, approval, and use of hazardous materials at RTC facilities. Contractor must ensure compliance with federal, state and local regulations regarding the generation, handling, storage or disposal of hazardous material or waste at these facilities. The Contractor maintains and updates all the hazardous material permits and fees necessary for each facility. They are responsible for updating and maintaining all Safety Data Sheets (SDS) and Chemical Materials Control Forms for their sites. They provide a copy to the SSA for inclusion in the facilities master list.

Each facility has its own Emergency Response Plan (ERP) that outlines the procedures for utilizing and maintaining personal protective equipment, spill prevention countermeasures and control plans and spill contingency plans.

The RTC and each Contractor is also responsible for coordinating the hazardous materials training of their personnel. The Contractor, with consultation from the SSA as needed, is responsible for purchasing personal protective equipment for employees, and controlling chemicals and other hazards in the workplace.

18.2 Purchasing Hazardous Materials

The RTC requires vendors to attach a Safety Data Sheet (SDS) with each hazardous chemical shipment in order for its acceptance. The Contractor's purchasing agent(s) have the following responsibilities in addition to daily activities:

- Ensuring that the procurement process complies with established procedures for evaluating materials and products.
- Establishing procedures that require their internal safety department coordination for identification and purchase of safety-critical/hazardous materials.
- Developing, maintaining and utilizing a list of hazardous substance acquisition, handling, labeling, storage, disposal and record keeping.
- Establishing and maintaining a standard procedure for evaluation of all potentially hazardous materials with their internal safety department personnel.
- Annually reviewing inventory requirements for defined safety-critical items.

18.3 Hazardous Communication (HAZCOM)

Each Contractor has a Hazard Communication (HAZCOM) Program, for all new employees who work with or exposed to, chemicals or other hazardous materials in their work environment. All employees also receive annual training. The program design is to inform employees about the following:

- The “Right to Know” Laws
- Workplace chemical lists
- How to read and interpret information on labeling systems
- How to read and interpret information on Safety Data Sheets (SDS)
- Physical and health hazards in the workplace
- Protective measures, specific work procedures and personal protective equipment
- Methods and observations to detect the presence or release of a hazardous material.

SECTION 19: DRUG AND ALCOHOL ABUSE PROGRAMS

The purpose of the RTC Drug and Alcohol Policy is to prevent accidents, incidents and losses from alcohol and drug misuse. This policy also defines alcohol misuse and requirements for testing for prohibited drugs.

RTC developed its drug and alcohol misuse program to promote the safety of its patrons and employees by encouraging a drug-free workplace and by undertaking affirmative measures to deter and detect the use of illegal drugs and alcohol misuse in the workplace. RTC and its Contractors are responsible for administering this program for all their employees in safety sensitive positions.

The policies and procedures conform to the drug and alcohol regulations of the United States Department of Transportation Federal Transit Administration (FTA) (49 CFR Parts 40, 655) and are intended to accomplish the objectives of those regulations. The policy identifies employees subject to testing, testing requirements, prohibited behavior, consequences of positive results and resources for employee assistance and rehabilitation.

An RTC condition of employment for safety-sensitive employees is participation in prohibited drug use and alcohol misuse programs. Supervisors must not permit a safety-sensitive employee to perform his/her job function if the employee has violated any provision of the policy.

Covered Employees: All employees and contractors who perform safety-sensitive functions for the RTC are subject to the drug and alcohol-testing provisions set forth in the FTA regulations. The four categories of safety-sensitive functions are as follows:

- Revenue Vehicle Maintenance
- Revenue Vehicle Control/Dispatch
- Commercial Driver’s License/Revenue Vehicle Operations
- Armed Security Personnel

Circumstances for Testing: FTA requires that a drug testing safety-sensitive employees in the following circumstances:

- Pre-employment (new hires/transfers and return to duty)
- Reasonable suspicion
- Post-accident
- Random

Oversight of RTC and contractor compliance with Drug and Alcohol Program requirements is the responsibility of the SSA with reporting to the SSC.

SECTION 20: CONTRACTOR AND CONSTRUCTION SAFETY

The RTC provides oversight site safety for contractor and RTC personnel during the conduct of construction projects, testing, and operations and maintenance activities. The level of RTC oversight, for construction, testing and operations and maintenance, as described in the following sections.

20.1 Contractor Safety Coordination

All contractor employees working on RTC property must comply with all RTC policies and procedures. RTC requires all operating, maintenance and construction contractors to provide a Safety Management System Plan. The SSA will review and approve the plan before the contractor can begin work. If the RTC finds that the contractor is not complying with the above requirements, RTC has the right to terminate the contractor's operations until achieving full compliance.

20.2 Construction Safety Program

The RTC's administration of construction safety reviews are in accordance with contract specifications and applicable federal, state, local and other safety requirements and shall be monitored through periodic audits and inspections of the construction safety program.

RTC Engineering Staff play a role in construction safety, beginning with the procurement process. Included in each procurement package is a notice requiring that the construction contractor comply with all local, state and federal safety rules and regulations. The contractor must submit its site-specific Safety Management System Plan to the RTC for review and approval prior to receiving a Notice to Proceed.

RTC staff members provide auditing and oversight of construction contractor compliance with their written safety plans. RTC conducts unannounced inspections of construction sites. Presentation of a report containing to the Contractor's Superintendent and the Project Engineer. When corrective action is required, RTC conducts follow-ups on outstanding safety deficiencies until eliminated.

Safety personnel may also attend weekly meetings to discuss the findings of prior week inspections and determine critical work activities for the coming week that may require onsite oversight.

Worker safety is of primary interest to all parties involved in the construction process. The unique nature of each work area involves construction practices that may expose workers to potentially hazardous conditions. Contractors, subcontractors and all other parties involved in the construction process, have a legal and contractual responsibility to perform work in a safe manner that is consistent with good construction practices. This obligation involves coordinating the efforts of all parties involved to implement effective safety management techniques.

20.2.1 Construction Safety Plans

For each awarded contract, the contractor must submit a written Construction Safety Plan (CSP). Subcontractors may either sign-on to the prime contractor's plan or submit their own CSP, as long as all activities are covered. The CSP must include the following items:

- Management Policy Statement
- Safety goals and objectives
- Responsibilities for all employee levels
- Construction Operating Rules and Procedures
- Hazard Communication Standard Compliance
- Emergency plans that require medical, fire, police and others to respond
- Safety training to be provided to construction workers
- Task specific safety requirements and supervisory oversight

Depending on the nature of the project, RTC may require the CSP include some or all of the following:

- Emphasis on compliance with regulatory/RTC safety requirements
- Copy of Contractor's written safety program and hazard communication program
- Identification of safety and health responsibilities
- Specific safety obligations, such as:
 - First aid facilities, emergency transportation and medical care
 - Furnishing of personal protective equipment
 - Drinking water
 - Toilets, job sanitation, etc.
 - Cleanup and trash disposal
 - Temporary electricity, water and heating/cooling as needed
 - Guardrails, scaffolds, ladders, cranes, etc.
 - Fire protection, fire extinguisher
 - Lighting and ventilation
 - Job site and associated parking lots

- Requirements for pre-construction safety meetings
- Establishment of a disciplinary policy for subcontractor safety violations
- Identification of the subcontractor's job site Safety and Health Representative
- Identification of safety violations, which can result in shutting down a subcontractor's operations such as:
 - Imminent danger violations
 - Willful negligence or disregard for safety
 - Repeated safety violations, etc.

The following requirements are also required in the CSP.

Training: Contractors are responsible for safety education and training of all employees. As a minimum, the following is required:

- Supervisor and employee safety training
- Orientation training
- Emergency procedures
- Safety meeting
- Hazard communication standard
- Vehicle/equipment safety
- Specific hazards of work
- Use of personal protective equipment
- Employee training (excavation, confined space entry, asbestos, lead, etc.)

Inspection and Enforcement: The Contractor is responsible for regular inspection of employee work areas to ensure employees follow safe work practices. This includes periodic site visits and rigid enforcement.

Accident Investigation and Reporting: The Contractor reports all injuries within 24 hours to the Project Engineer or Manager. An accident investigation occurs immediately following an injury, and preventive measures enacted.

First Aid/Medical Services: The Contractor provides first aid capability to meet OSHA requirements. Subcontractors may choose to use the general contractor's resources only if included in the contract provisions.

Recordkeeping: Each Contractor is responsible for documenting safety activities on a monthly Safety Report. The report should include a record of contractor and subcontractor employees, documentation of training and housekeeping efforts, identification of any accident or incident report submitted during the month, and a summary of injuries and lost workdays versus hours worked.

Personal Protective Equipment: The Contractor is responsible for providing and inspecting all personal protective equipment. The general contractor has the responsibility to inspect and verify that the subcontractor is conducting the necessary inspection of safety equipment and that employees are wearing it when required.

Factors Influencing Subcontractor Safety Performance: For general contractors to demonstrate the importance of safety, they must make a firm commitment to influencing the way their subcontractors manage safety. Factors under the direct control of general contractors that influence subcontractor safety performance include:

- Effective project management
- Effective job coordination
- Emphasis on job safety
- Establishing a safe work environment

Subcontractor Safety Staffing: A Contractor or subcontractor shall assign an employee as a safety and health representative. This individual should be on site while the job is in progress and be responsible for coordinating the safety activities of the subcontracting firm. The safety representative should maintain a copy of the firm's Safety Program and have authority to take corrective action when needed.

SECTION 21: PROCUREMENT

RTC requires its own and contractor procurement sections/departments to maintain a list of all harmful or toxic materials and substances and ensure that purchases do not include items listed as prohibited. In addition, each procurement section/department maintains a list of all safety critical material, along with incoming inspection procedures for each class of safety critical material.

Procurement sections/departments assure proper markings, labeling and storage of all chemical products and/or dangerous materials in storerooms; obtain and disseminate to all storage locations. Safety Data Sheets (SDS) on all chemical products used or stored by RTC or its contractors and supply SDS(s) to the SSA. Maintain and implement the procedures for the acceptance of all materials, and the performance of receiving inspections on safety critical materials received by the RTC or its contractors.

Procurement sections/departments will also be responsible for maintaining a complete inventory of material and database of all inspections performed.

21.1 Procurement Safety Responsibilities

- Safety-related procurement tasks include:
- Establishing and maintaining a standard procedure for evaluation of all potentially hazardous materials with safety personnel.
- Including safety performance standards on equipment specifications.
- Performing acceptance inspections on all safety critical material.
- Establishing procedures that require safety department coordination for identification and purchase of safety-critical and hazardous materials.
- Annually reviewing inventory requirements for defined safety-critical items.
- Assigning responsibility for monitoring procurement safety provisions of each contract and coordinating with the SSA as needed.
- Assigning responsibility for monitoring storage safety, including inspection and housekeeping standards to improve safety of the work environment.

21.2 Bus Procurement

The RTC Public Transportation Department and Purchasing Section (Finance Department) share responsibility for bus specifications and project management of bus procurements. The Project Manager is responsible for compliance to bus specification during their manufacture. The Project Manager is responsible for coordination of issues resulting after the vehicles are in service. The RTC SSC reviews and approves safety and security certification of all coaches and installed equipment. Safety and security certification must occur prior to revenue service.

The RTC Public Transportation Department is also the technical resource for all advanced technology procurements (e.g., hybrid propulsion or hydrogen fuel use, etc.). The RTC Public Transportation and Procurement Section is responsible for the purchase, assignment, accountability and disposal of support vehicles. The Public Transportation Department also provides a central source of expertise responsible for developing and coordinating technical solutions to equipment challenges fleet wide. Assignment of highest priority to revenue equipment malfunctions that compromise the safety of RTC's contract operators, patrons and community. They also are responsible to review and approve any contractor suggested modifications to the vehicles. The SSC provides oversight of this function through the safety and security certification process and monitoring of system safety.

21.3 Facility Procurement and Development:

The Engineering Department manages plans and specifications. It ensures that all plans and specifications meet RTC format quality standards and notarized by a professional engineer registered in the state of Nevada. The Engineering Department receives all changes clearly identified on engineering plans, specifications and as-built drawings.

The RTC SSC reviews and approves the safety and security certification of all facilities prior to use in revenue operations, passenger, public or employee use. The SSC provides oversight of facility project safety and security certification through the processes of design, construction, installation, testing and implementation.

SECTION 22: ALTERNATIVE FUELS AND SAFETY

Safety considerations include Contractor's full compliance with federal, state and local regulations, policies and procedures relating to vehicle compressed natural gas and diesel fueling, and fueling infrastructure, operator and technician training, vehicle inspection, maintenance and repairs; and facilities inspection. Oversight of contractor compliance with safety rules and procedures is the joint responsibility of the Public Transportation Department and the SSA.

SECTION 23: OPERATING ENVIRONMENT AND PASSENGER FACILITY MANAGEMENT

Passenger facility management at each RTC location servicing the public provides a clean, safe and secure environment for customers. Cleaning and repairs of bus stops and shelters occurs daily and as necessary based on customer feedback. See Sections 9 and 10 regarding safety inspections and maintenance audits/inspections of these facilities.

SECTION 24: SECURITY

RTC contracts with the private sector for provision of security services as described in the System Security and Emergency Preparedness Plan (SSEPP) see Section 3. In addition to providing security, the Armed-Security Officer Contractor also provides various safety and emergency response services at the Centennial Plaza and 4th Street Station transit centers. The security Contractor is responsible for hiring and training their employees. All Contractor contracts contain performance standards, including the requirements of this SMSP.

SECTION 25: EXTERNAL AUDIT PROCESS

Local, state and federal agencies may require periodic external safety audits. The RTC will conduct periodic external safety audits utilizing contractors, consultants or staff of other organizations as needed. Use of resources, such as the APTA Bus/Rail Safety Management Audit Program, for audit RTC SMS program.

SECTION 26: SAFETY PROMOTION

It is important to provide safety information to all employees and contractors. The RTC provides safety communication to employees holding safety-sensitive jobs through monthly safety

meetings, newsletters, bulletins, poster boards and daily electronic messaging. Safety communication content includes safety-related hazards and safety risks they encounter. Examples include accident frequency, severity and causation.

Other content includes changes in safety policies, activities and procedures and actions taken in response to reports from the employee safety-reporting program. Employees not in safety-sensitive jobs receive communication in the form of quarterly newsletters and electronic messages, monthly department meetings and semi-annual all staff meetings.

Ways in which the RTC and contractors ensure understanding of communications include asking what employees heard, asking if they can explain the message to others, employing use of matching communication styles (photographs and stories vs data, graphs and charts) and eliciting visual cues of understanding.

APPENDIX A

(EMERGENCY PROCEDURES FLIPCHART)

Emergency Procedures Flipchart is in the following section: “Other”.

APPENDIX B LIST OF ACRONYMS

ANSI	American National Standards Institute
ADA	American Disabilities Act
APTA	American Public Transportation Association
CAP	Corrective Action Plan
CDL	Commercial Driver's License
CNG	Compressed Natural Gas
CPR	Cardio-Pulmonary Resuscitation
CSP	Construction Safety Plan
DOT	Department of Transportation
DWI	Driving While Intoxicated
ERP	Emergency Response Plan
FTA	Federal Transit Administration
HAZCOM	Hazard Communication
HMMP	Hazardous Material Management Plan
ISTEP	Intermodal Security Training Exercise Program
SDS	Safety Data Sheets
NDOT	Nevada Department of Transportation
NTSB	National Transportation Safety Board
PM	Project Manager

PMI	Preventive Maintenance Inspection
RTC	Regional Transportation Commission of Washoe County
SOP	Standard Operating Procedure
SSA	Security/Safety Administrator
SSC	Security/Safety Committee
SSEPP	System Security and Emergency Preparedness Program Plan
SMSP	Safety Management System Plan
TSA	Transportation Security Administration
TVA	Threat and Vulnerability Assessment
TVM	Ticket Vending Machine
VIPR	Visible Intermodal Prevention and Response Team

APPENDIX C GLOSSARY OF TERMS

Emergency: A situation which is life threatening to passengers, employees, or other citizens which causes damage to any transit vehicle or facility or results in the significant loss of services and reduces the ability of the system to fulfill its mission.

Fatality: A transit-caused death that occurs within 30 days of transit incident.

Hazard identification: The process of using numerous tools to recognize and evaluate hazards.

Hazard resolution: The analysis and subsequent actions taken to reduce to the lowest level practical the risk associated with an identified hazard.

Hazard severity: The process of using subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies or procedural efficiencies for system, subsystem or component failure or malfunction, categorized as follows:

- Category I (Catastrophic) May cause death or loss of a significant component of the transit system, or significant financial loss.
- Category II (Critical) May cause severe injury, severe illness, major transit system damage, or major financial loss.
- Category III (Marginal) May cause minor injury or transit system damage or financial loss.
- Category IV (Negligible) Less than minor injury, occupational illness, or system damage.

Injury: Any physical damage or harm to a person that requires immediate medical attention and hospitalization.

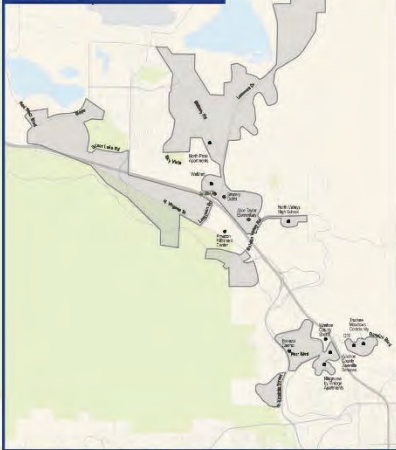
Safety:	Freedom from danger.
Security:	Freedom from incidental danger.
Security incident:	An unforeseen event or occurrence that endangers life or property and may result in the loss of services or system equipment.
Security threat:	Any source that may result in a security breach, such as a vandal or disgruntled employee; or an activity, such as an assault, intrusion, fire, etc.
System:	A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating and training) which are integrated to perform a specific operational function in a specific environment.
Threat:	Any real or potential condition that can cause injury or death to passengers or employees or damage to or loss of transit equipment, property, and/or facilities.
Unsafe condition or act:	Any condition or act that endangers life or property.
Vulnerability:	Characteristics of passengers, employees, vehicles and/or facilities that increase the probability of an unsafe condition or act.



RTC WASHOE SYSTEM MAP

FALL 2022

FlexRIDE North Valleys Service Area



FlexRIDE Sparks/Spanish Springs Service Area



FlexRIDE Somerset/Verdi Service Area



ROUTE KEY RUTAS CLAVE

Service Guide / Guía de Servicio
RAPID Routes
 RAPID Lincoln Line - Fourth - Prater
 RAPID Virginia Line - Virginia Street
 Service Only
 12 min. 7AM-7PM weekdays / 10 min. 7AM-7PM de lunes a viernes
 12 min. 7AM-7PM weekdays / 12 min. 7AM-7PM sábado y domingo

- Fixed Routes**
- South Virginia Street
 - North - Sherman - RTC CENTENNIAL PLAZA
 - Kings Row - Sky Mountain
 - West Seventh
 - Sutter - Sun Valley
 - Arlington - Moscow
 - Seward
 - Katata
 - Fourth - Prater
 - Terminal - Hill
 - Via Hospital - Grove
 - East Hill
 - Sutter - Wedekind - Teac
 - Midworld
 - Grandale Craig
 - Sparks Moscow
 - East Prater
 - Sparks - Meadows
 - South Meadows - Deserete Ranch

All RTC buses are wheelchair accessible.
 Todos los autobuses de RTC son accesibles para sillas de ruedas.

- RTC 4TH STREET STATION, 2001 4th Street, Reno, NV 89501
- RTC CENTENNIAL PLAZA, 1421 Washburn Ave, Sparks, NV 89431
- RTC Transfer Center at Meadowswood Mall, 5000 Meadowswood Mall Circle, Reno, NV 89502

Subject to change without notice.
 Sujeto a cambios sin previo aviso.

This map is effective September 10, 2022 and includes the first phase of the TOPS Plan.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Safety Management System Policy Statement

The primary goal of the Regional Transportation Commission (RTC) of Washoe County is provision of the safest and most secure transportation system reasonable. Development of this Safety Management System Plan (Safety Management System Plan or SMSP) is based upon budget considerations to provide appropriate safety commensurate with service to the public. All RTC employees and contractor personnel must strictly adhere to the content of this SMSP. A complementary Security Plan (System Security and Emergency Preparedness Program Plan or SSEPP) has been developed to address RTC system security.

The RTC management staff is responsible and accountable for the implementation of the provisions of this SMSP in their respective areas, for providing leadership to RTC employees, service providers, construction contractors, vendors and others, and for promoting safety throughout the agency, including compliance with all local, state, and federal requirements regarding environmental and occupational health.

The RTC Accountable Executive and Security and Safety Administrator has my delegated authority to manage this SMSP and provide appropriate oversight and support to all RTC departments, service providers, and construction contractors. The security and safety functional activities include facilitating measures to identify, control and resolve hazards, and to prevent accidents, injury or damage to equipment and facilities. These measures will be developed and monitored for effectiveness through safety inspection procedures, an active Safety and Security Committee (SSC), and by other means described in this SMSP.

The Executive Director is ultimately responsible and accountable for RTC’s safety and security performance policy; therefore, the undersigned authorizes and approves this SMSP.

The Executive Director and RTC Board Chairman certify the SMSP fulfills requirements under 49 C.F.R. 673.

We anticipate and appreciate your dedicated cooperation to help assure that the RTC provides the safest transportation network necessary.

Bill Thomas, AICP
Executive Director

Date

Rob Reeder
Rob Reeder
Security and Safety Administrator

03/20/2023
Date

Mark Maloney
Mark Maloney
Director Public Transportation
Accountable Executive

3/20/2023
Date

Ed Lawson
RTC Board Chair

Date



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.4.4

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Bus Disinfection System from Trane U.S. Inc.

RECOMMENDED ACTION

Approve a contract with Trane U.S. Inc. for the purchase and installation of a bus disinfection system, in an amount not-to-exceed \$310,730.

BACKGROUND AND DISCUSSION

The RTC issued a Request for Proposal (RFP) in October 2022 for the purchase of an on-vehicle disinfection system for use in the interior of a 40' transit bus. Proposals were received by the RTC from three qualified firms.

A three-person proposal evaluation team consisting of two RTC employees and one representative from Keolis reviewed and ranked the proposals. The proposals were evaluated based on the criteria set forth in the RFP:

- 10% for project team
- 10% for past performance
- 20% for quality assurance
- 20% for effectiveness
- 40% for total cost

Staff is recommending an award to Trane U.S. Inc., because they received the highest ranking based on the evaluation criteria above. Their system uses dry hydrogen peroxide in conjunction with the existing onboard HVAC system to provide safe disinfection in an operating transit environment.

FISCAL IMPACT

FTA formula funding and local match are appropriated in the FY 2023 budget for this purchase.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND

THIS CONTRACT, is made this 1st day of May 2023 by and between the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Suite 300, Reno, Nevada 89502, hereinafter called the RTC, and Trane U.S Inc. dba TRANE having offices at 5595 Equity Ave, Reno, Nevada 89509, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to install, provide supplies for, and provide training for a bus air disinfection system, and

WHEREAS, CONTRACTOR represents it has the necessary expertise, personnel, equipment and facilities to provide the requested goods and services in a secure and efficient manner; and

WHEREAS, the parties wish to enter into an agreement subject to certain terms and conditions as hereinafter set forth.

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

ARTICLE 1 - SCOPE OF WORK

CONTRACTOR shall furnish and perform all of the work identified in the Request For Proposal RFP #RTC 22-11 Bus Air Disinfection System (BADS), dated and as described therein, in a professional manner.

ARTICLE 2 - NOTICE TO PROCEED

Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.

ARTICLE 3 - THE COMPENSATION AND INVOICE PAYMENT

RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, \$310,730.00.

The Contractor shall submit invoices to accountspayable@rtewashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a

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

Legal/Regulatory Compliance.

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

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

ARTICLE 4 - PERIOD OF SERVICES

The period of this Contract Starts on 05/01/2023 to 06/30/2025.

ARTICLE 5 – LITIGATION

Except as required by Article 7, CONTRACTOR shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC. Compensation for litigation services shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 6 – INSURANCE

Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. The CONTRACTOR shall not commence any work or permit any employee/agent to commence any work until certificates of insurance have been submitted to the RTC, showing that all insurance requirements have been met.

ARTICLE 7 – INDEMNITY

Contractor’s obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 8 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, 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 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, any notices required by law setting forth the provisions of this nondiscrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each contractor.

ARTICLE 9 - TERMINATION

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

ARTICLE 10 – RIGHTS, REMEDIES AND DISPUTES

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

- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

ARTICLE 11 - NO JOINDER

No litigation arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

RTC and CONTRACTOR 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 Contract. Except as set forth herein, neither RTC nor CONTRACTOR shall assign or transfer interest in this Contract 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 CONTRACTOR.

ARTICLE 13 – LIQUIDATED DAMAGES

The following liquidated damages shall be assessed by the RTC on the CONTRACTOR for each failure to perform as described below. The determination that a failure to perform has occurred shall be made by the RTC, in its sole and absolute discretion.

- (1) Late Performance – The Parties mutually understand and agree that time is of the essence with respect to the completion of the work and that in case of any failure on the part of the CONTRACTOR to complete the work within the time specified in the Scope of Services of this Agreement, or to meet its other time obligations under this Agreement the RTC will be damaged thereby.
- (2) Amount of Liquidated Damages – The CONTRACTOR agrees to pay the following liquidated damages:
 - (a) For delay exceeding five (5) business days, shall be in the amount of \$250.00.
- (3) Acknowledgement by CONTRACTOR and Payment – The CONTRACTOR agrees that (1) actual damages that would be incurred as a result of the action or inaction of the CONTRACTOR covered by this Section would be uncertain and difficult to ascertain; (2) the amounts of liquidated damages stated are reasonable in light of the anticipated or actual harm caused, the difficulties of proof of loss and the inconvenience or infeasibility of otherwise obtaining an adequate remedy; and (3) such amounts are in the nature of liquidated damages and do not constitute a penalty. The parties have established these amounts in order to fix the CONTRACTOR's potential costs to avoid disputes regarding the amount of damages owed as a result of the CONTRACTOR's action or inaction. These amounts may be deducted from any monies due, or which may thereafter become due, to the CONTRACTOR under this Agreement or any other contract, or may be

separately recovered by the RTC. If the monies due the CONTRACTOR are insufficient or no monies are due the CONTRACTOR, the CONTRACTOR shall pay the RTC the difference or the entire amount, as the case may be, within twenty (20) days after receipt of a written demand by the RTC.

- (4) Coverage of Payments – If the RTC assesses and collects liquidated damages from the CONTRACTOR for a failure to fulfill a specific obligation under this Agreement covered by this Section, the RTC will not seek to recover damages from the CONTRACTOR for the same failure.
- (5) Reservation of Rights – Except as provided in subsection 4, the imposition of liquidated damages under this Section shall not affect the rights of the RTC to terminate this Agreement in accordance with the termination provisions of this Agreement or to seek recovery from the CONTRACTOR for losses or damages suffered by the RTC that are not related to violations of the obligations that are the basis for liquidated damages under this Agreement.
- (6) Limitations – Liquidated damages shall be limited to a maximum of ten percent (10%) of the total Contract Price.
- (7) Force Majeure – The CONTRACTOR may be excused from liquidated damages and may be entitled to a reasonable extension of time from the RTC for delay directly caused by a Force Majeure event. Any delay other than one caused by a Force Majeure event, shall constitute a breach of contract, and the RTC may recover liquidated damages for the breach.

For purposes of the liquidated damages provisions of this Section, all references to “days” shall be deemed to refer to calendar days.

ARTICLE 14 – NOTICE

Notices required under this Contract shall be given as follows:

RTC: Bill Thomas, Executive Director
Mark Schlador, Project Manager
1105 Terminal Way
Reno, Nevada 89502

CONTRACTOR: Keit Tan, Area General Manager
5595 Equity Avenue, Suite 100
Reno, NV 89502

ARTICLE 15 - APPLICABLE LAW

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and, except as otherwise provided in Article 9, the parties hereto select the Second

Judicial District Court of Washoe County, Nevada as the final venue for the resolution of disputes or proceedings arising out of this Agreement.

ARTICLE 15 – SEVERABILITY

If any part, term, article, or provision of this Contract 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 Contract are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term, or provision held invalid.

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

As a condition precedent to the performance of any services/work required under the terms of this Contract, CONTRACTOR must provide to RTC, the Affidavit of Non-Collusion, the Debarment Certification and the Lobbying Certification, duly executed by a properly authorized officer of CONTRACTOR. Those documents are attached to the Solicitation Document and are incorporated herein by reference as if set forth in full.

In conjunction with the performance of the work required by the terms of this Contract, CONTRACTOR agrees to comply with the Federal Transit Administration requirements set forth in the FTA Assisted Required Clauses of the Solicitation Document which are incorporated herein by reference as if set forth in full.

ARTICLE 17 -THE CONTRACT DOCUMENTS

The Request for Proposal, with all related submittals, and exhibits, including any amendments or addenda to all these aforementioned documents, together with this document form the Contract, and they are as fully a part of the Contract as if attached or incorporated herein. However, should there be any conflict, this Agreement and any amendment to this Agreement take precedence over the documents.

ARTICLE 18 - NO THIRD-PARTY BENEFICIARY

This Contract and the rights and obligations arising therefrom are strictly for the benefit of the parties to this Contract. The parties agree that any benefit asserted by any third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

IN WITNESS WHEREOFF, the parties hereto have may and executed this Contract the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

TRANE U.S Inc. dba TRANE

By: _____
Keit Tan, Area General Manager

SAMPLE

Exhibit A

1. PROJECT OVERVIEW

Recent events related to the COVID-19 Pandemic have made it necessary to sanitize and or disinfect the bus interiors on a repeated basis in order to protect RTC employees and the riding public at large. The Purpose and Intent of this Request for Proposals is to establish a firm fixed price requirements contract with one (1) qualified source to provide and install a Bus Interior Disinfecting System that is capable of, on an on-demand basis, effectively disinfecting the interior of a 40' transit bus.

2. GOALS AND OBJECTIVES

- Install a bus disinfection system capable of disinfection on a daily or a continuous basis for 68 fixed route 40' buses.
- Disinfection system must be effective against human Coronavirus and other pathogens.
- Provide all supplies and chemicals necessary to use the systems over a period of two years.
- Provide one-time training to operators on system usage.
- Preventative maintenance for a period of two years.
- Provide warranty as established by manufacturer of system.
- Labor to replace equipment under warranty shall be provided by the distributor or installing contractor.

3. System Description

System must be an on-board solution; portable solutions will not be considered.

The system can be any of the following types or designs or combination thereof:

- An onboard mounted bus interior disinfecting system that delivers an atomized disinfecting solution.
- An onboard mounted bus interior disinfecting system employing UV light technology.
- If the bidder has, another solution for whole bus interior disinfecting that is not listed above that meets the functional requirements, please provide a solution definition and how it will meet functional requirements.

* All interior disinfecting systems must be effective against COVID-19/SARS-CoV-2, Human Coronavirus, at minimum. Additional pathogen disinfection is desirable but not required.

Onboard Atomized Type Disinfecting System Basic Functional Requirements:

1. If the system requires buses to be free of passengers and operators to function safely, the system must have a manual safety cutoff control within the bus operators reach when operating the vehicle in case of an unintended system discharge.
2. System must be capable of atomizing the disinfecting solution by means of an electric pump to micron level of no more than 15 microns.
3. The main operating components of the system, such as the; pump, pump motor, filter, electrical inverter and fluid reservoir must be contained in a unitized package located in an easy to access location approved by RTC. The unitized package must be protected from tampering by passengers.
4. The fluid distribution system (hoses, piping and distribution nozzles) shall be securely mounted in an inconspicuous manner on the ceiling of the bus interior.
5. If system is safe for passengers and drivers while operating, no warning system is necessary. If the system requires buses to be free of passengers and/or operators, the system must have an audible and visible warning system that comes on when the system is being discharged.
6. The pump/motor must have a fail-safe protection that prevents it from operating if there is no fluid in the reservoir.
7. If the system requires buses to be free of passengers and operators to function safely, the system must have a manual safety cutoff control within the bus operators reach when operating the vehicle in case of an unintended system discharge.
8. The system must be equipped with a low disinfecting fluid level indicator lamp that illuminates at the one quarter (1/4) of remaining fluid capacity level.
9. The system must have an anti-drip feature when the system is off to protect riders from drips.
10. Systems that disperse harmful disinfectants into the air that people breathe are not acceptable.

Onboard UV light Type Disinfecting System Basic Functional Requirements:

1. UV light solutions must not expose passengers or operators to direct UV light.
2. The main operating components of the system such as the; Lamps, electronics, electrical inverter and other components must be contained in a unitized package located in an easy to access location approved by RTC. The unitized package must be protected from tampering by passengers.

3. The system must have an adequate number of UV lamps in order to disinfect the entire vehicle interior in one application without having to reposition the lamps.
4. The system must include all the UV lamp supports, mounting stands/brackets and attachments necessary for use on all RTC vehicles listed under the Project Scope section of this document.
5. The system must have sensors that prevent the use of the system while people are in the vehicle.
6. The system must have an audible and visible warning system that comes on when the system is being used.

Other Disinfection Solutions

1. Other system designs not listed above may be acceptable as long as they meet the goals and objectives listed in the RFP and the Operational Specifications and Technical Requirements are met.

Operational Specifications and Technical Requirements:

RTC currently has 68 transit buses in 40' configurations. The quantities listed previously are the current requirements. The quantities may change due to additions or reductions to the fleet based on service demands and or other operational reasons.

INSTALLATION SCHEDULE AND HOURS: All services shall be performed at the following location:

2050 Villanova Dr. Reno, NV 89502. Delivery and installation location are current and may be subject to change. Installation schedule will be negotiated with the contracted vendor.

BID REQUIREMENTS: Each bid must contain the following elements:

1. Evidence of successful deployment of system in another transit agency.
2. A detailed project plan, which includes an installation schedule that meets RTC, demands for project completion. Project management will be the responsibility of the bidder and be included in the bid price.
3. CAD drawings of a generic 40' bus showing the systems overall design and component locations.
4. The following codes and standards must be followed.
 - a. ASHRAE Standards 62 & 52
 - b. National Electric Code NFPA 70
 - c. UL 867-2007 including ozone chamber test required as of December 21, 2007
 - d. UL 2998 no ozone production test (ozone level less than 5 ppb)
5. An itemized parts & component list with parts quantities, parts specifications and parts warranties.

- a. System shall use UL listed components. All equipment wiring shall comply with NEC and SAE requirements. A non-prorated, two-year parts only warranty from date of installation shall be provided.

6. Completed bid-pricing form.

7. Completed and signed forms from solicitation package relating to federal clauses and other FTA requirements such as Buy America requirements.

PROJECT DELIVERABLES, TIMELINE & MANAGEMENT:

1. Complete installation on entire (68) transit bus fleet no later than three hundred and sixty-five (365) days after receiving the notice to proceed.
2. Training for RTC technicians on the systems basic operation and troubleshooting.
3. A Training manual and quick reference user guide for Bus Operators and Service Island Attendants.
4. A System Owner's/Operators Manual in digital form.
5. A System Maintenance Manual in digital form.
6. A system parts Manual in digital form.
7. A warranty support plan document. RTC will only be obligated to the extent of purchase orders issued and products and services approved and received.

PARTS & MATERIALS: The Bidder shall provide all necessary parts, labor, tools, materials, resources and deliveries as may be required to complete the installation project. Parts and materials must meet FTA Buy America content standards. All parts furnished shall be new and genuine manufacturer's recommended or authorized parts. Use of manufacturer rebuilt parts and components may be authorized for warranty repairs only as approved by RTC Director of Maintenance or his designee in writing on a case-by-case basis provided these parts and components carry the same warranty as the new part or component. The use of used parts is strictly prohibited. Subcontractor(s), if any, must comply with the terms and conditions of this RFP.

WARRANTY: Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of (2) years following date of installation and/or service delivery. Should RTC note any defect, the Purchasing Department will notify the Bidder in writing of such defect or non-conformance. Notification will state either (1) that the Bidder shall replace or correct, or (2) RTC does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Bidder is required to correct or replace, it shall be at no cost to RTC and shall be subject to all provisions of this clause to the same extent as materials initially delivered.

Exhibit B

SAMPLE



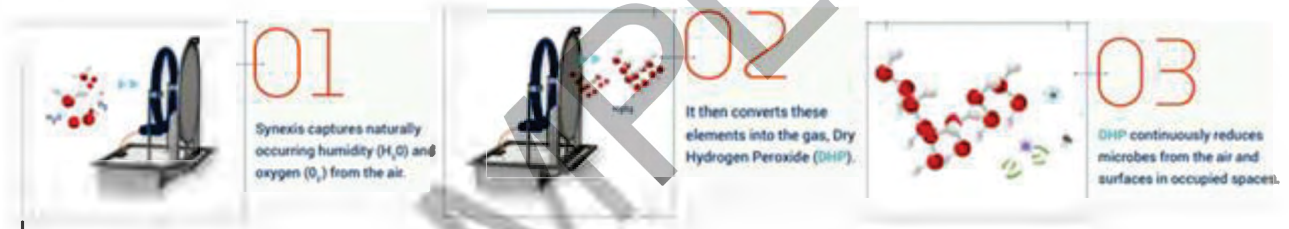
Trane U.S. Inc. dba Trane
5595 Equity Avenue, Suite 100
Reno, NV 89502
Phone: (775) 856-3343
Primary Contact: Travis Jackson, PE
Cell: (775) 240-1584
Email: T_Jackson@Trane.com

COVER LETTER FOR RFP #RTC 22-115 BUS AIR DISINFECTION SYSTEM

Regional Transportation Commission (RTC) Team,

I would like to personally thank you for this opportunity to partner with you on the Bus Air Disinfection Project (RTC 22-115). We are dedicated to ensuring that we meet all your expectations outlined in the RFP and align with the RTC’s operational, business, and community mission statement to “pursue goals and objectives that meet the community’s present and future needs.” Through this partnership with Trane you can also expect these key benefits in addition to meeting your specifications outlined in the RFP:

- **The only air AND surface treatment technology that is safe for continuous human occupancy** that continually releases Dry Hydrogen Peroxide (DHP) throughout the bus that actively eliminates viruses (such as COVID-19), bacteria, fungus, and insects (such as bedbugs) **in the air and on bus surfaces** without the need for dangerous chemicals. Effectively **keeping passengers safe** as soon as they enter.



- Increased efficacy and passenger safety through installation in the bus HVAC system which allows for optimal dispersion of DHP throughout the bus via air vents (see drawing of vent locations). **While other technologies wait for microbes and pathogens to come to them, Synexis DHP is actively dispersed throughout the bus to eliminate threats at their source.**



- **Save investment on manual surface cleaning** through DHP’s ability to treat surfaces as well as the air.
- A **QR Code for each bus** that sends passengers to a website **to learn about the DHP technology and how it works to keep them safe and healthy while riding on the bus.**
- **Local (Reno, NV) Factory Direct Maintenance and Support to ensure project success.**

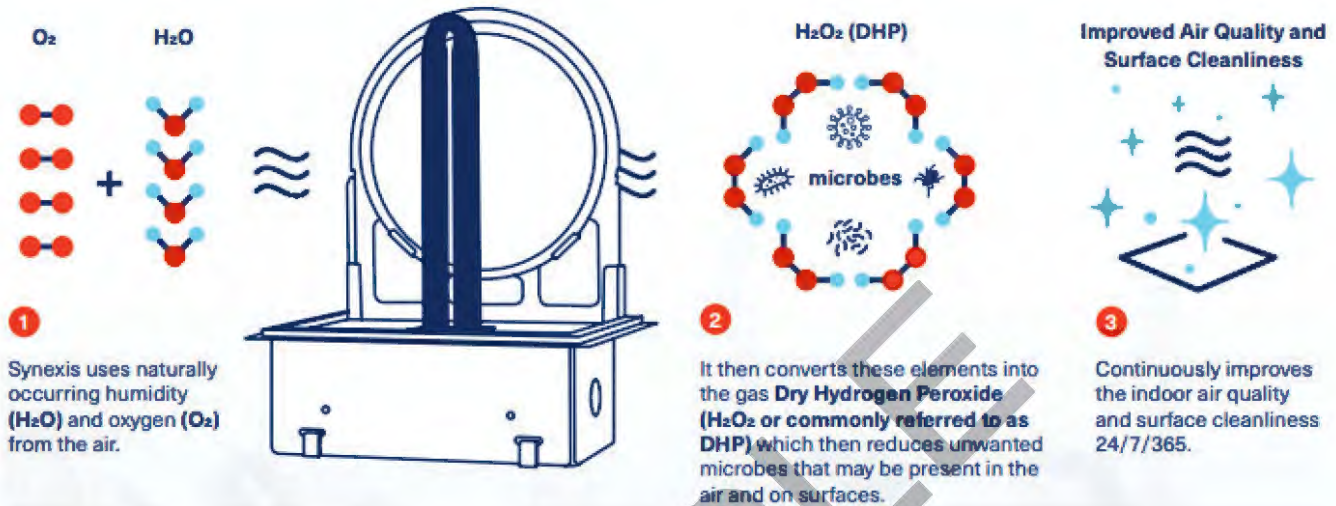
For the scope and requirements as outlined in the RFP and the benefits above, Trane asks for the sum of: **\$310,730.00 which equates to just under \$4,570.00 per bus**

Thank you, again, for the opportunity to partner with the Regional Transportation Commission, and we look forward to working with you on this and into the future.

Travis Jackson, PE and your Trane Team

TRANE TECHNICAL PROPOSAL AND RESPONSE TO RFP ATTACHMENT A

System Description



What is Dry Hydrogen Peroxide. The Synexis devices use Dry Hydrogen Peroxide (DHP) as the antimicrobial substance. Hydrogen peroxide (H_2O_2) is a water molecule with an extra atom of oxygen and has well-known antimicrobial properties. Most people are familiar with the aqueous solutions of hydrogen peroxide; the bottles of hydrogen peroxide that people buy over the counter to apply as a topical antiseptic typically contain an aqueous solution with 3% hydrogen peroxide. Healthcare facilities often use higher concentrations for sanitization purposes.

The Synexis devices produce hydrogen peroxide in a pure, gaseous form (i.e., not in the form of aqueous solution or aqueous vapor or mist), hence the term “dry.” This critical differentiating property allows Synexis devices to meet all of the requirements mentioned above for in-room solutions.

- **Safety (SDS Sheet Attached Separately).** Hydrogen peroxide occurs naturally in the air in small concentrations. The concentration of hydrogen peroxide found in the air in Synexis deployments varies between 0.5 ppb and 20 ppb along the physical path of the DHP, with concentration being highest near the device producing the DHP. Even at 20 ppb (at the high end), the concentration is 50 times lower than the OSHA safety limit of 1 ppm (or 1,000 ppb) specified in 29 CFR 1910.1000, Table Z-1. Thus, Synexis’ deployment of DHP is within acceptable safety thresholds. In fact, the technology has been deployed safely for years in all kinds of congregation spaces, including healthcare facilities, senior living facilities, sports facilities, industrial facilities and daycare facilities.
- **Reactivity / Efficacy.** One of the biggest advantages of DHP is that it is effective even at the very low concentrations mentioned above. In aqueous forms, water molecules may “stand” between the hydrogen peroxide molecules and the pathogen molecules with which we would like the hydrogen peroxide molecules to react in order to inactivate the pathogen. Thus, aqueous solutions require much higher concentrations of hydrogen peroxide to be effective (which could trigger safety concerns); in contrast, DHP is effective at the much lower concentrations mentioned above. It should be noted that, even at a very low concentration of 1 ppb, there are still well over 20 billion molecules of H_2O_2 in every cubic centimeter (a cubic centimeter is slightly less than 1/16th of a cubic inch).
- **Stability.** The half-life of dry hydrogen peroxide is approximately 30 to 60 minutes. Thus, the DHP has enough time to go through ducts (if the producing device is installed in a duct), disperse everywhere in a room and attack pathogens in the air and on surfaces. DHP gets depleted over time as DHP



molecules react with contaminants or with each other ($H_2O_2 + H_2O_2 \rightarrow 2 H_2O + O_2$). Thus, the Synexis devices operate on a continuous basis to replenish the DHP in a room.

How DHP inactivates pathogens. DHP can attack various points on a pathogen, including lipid membranes, capsids, cell wall, and polar functional groups on the exterior protein structures of the various classes of microbe. Like all oxygen-based antimicrobial substances, DHP inactivates pathogens by chemically “releasing” the spare oxygen atoms (directly or indirectly). The “electron-hungry” oxygen “steals electrons” from and bonds with (i.e., oxidizes) carbon atoms found in the carbon chains that form the microbial elements mentioned above (lipid membranes, etc.). Through a series of chemical reactions, the end-result is that these carbon chains break and the pathogen is rendered inert; the product of the oxidation of carbon atoms is CO_2 – the process is like a slow “burning” of carbon atoms in the microbe. Those with a penchant for chemistry may appreciate that DHP effectively disassociates into two hydroxyl radicals⁴; hydroxyl radicals are the antimicrobial substance through which photocatalytic oxidation (PCO) devices installed in air handling units sanitize the supply air going through the units. Thus, Synexis devices effectively turn the entire room into a giant PCO device.

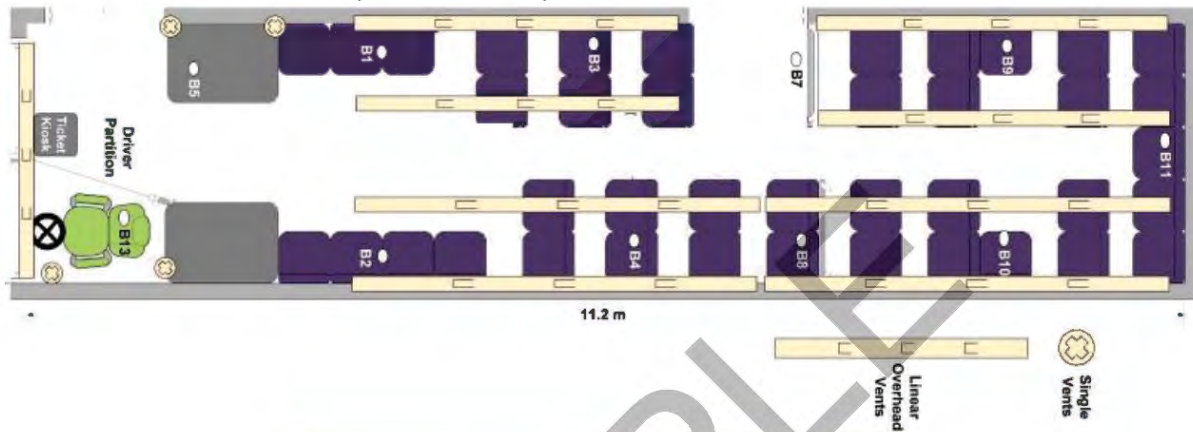
How Synexis devices create DHP. Synexis devices generate DHP through photocatalytic oxidation (PCO). The direct products of PCO are hydroxyl radicals (OH), which are created from water molecules (humidity). Hydroxyl radicals are extremely reactive / unstable – they last for a fraction of a second. Thus, they do not meet the stability criterion mentioned above for antimicrobial substances intended to inactivate pathogens in the room. Synexis’ proprietary differentiated technology combines unstable hydroxyl radicals into more stable DHP molecules in gaseous form⁵. Thus, the DHP gas is able to last long enough to diffuse through the entire air volume of an occupied space and reach virtually all surfaces, so that it can inactivate both airborne and onsurface pathogens. This is how Synexis turns an entire room into a PCO air-cleaner, as mentioned above.

Efficacy Studies. Synexis Dry Hydrogen Peroxide systems have been proven effective against airborne and surface COVID-19 and many other viruses, bacteria, fungus, and insects. I have provided those studies as separate attachments.

OPERATIONAL SPECIFICATIONS AND TECHNICAL REQUIREMENTS

1. Evidence of successful deployment of system in another transit agency
 - a. The City of Vail, Colorado has implemented Synexis DHP in all their transit vehicles and throughout their ski resort Vehicles. We cannot help but mention that Synexis DHP is also implanted throughout the White House and Pentagon.
 - b. Projects were completed November of 2020 and March of 2021. All came in on budget and on time and have been operating and supported by Trane since.
2. Project Plan
 - a. Following execution of contract, materials are currently a 4 week lead time.
 - b. Once materials are received we could do 8 to 10 buses a day to install and commission the Synexis Dry Hydrogen Peroxide systems in the 68 buses which will beat the RTC’s timeline of 365 days from execution of contract.
 - c. Trane will then perform the recommended maintenance of these units (replace the DHP Sail) on a quarterly basis for 2 years. All materials and labor for two years of maintenance is included in this cost. This maintenance can be completed on all buses within 4 hours.

3. CAD Drawings of a generic 40' bus showing the systems overall design and component locations:
 - a. A Synexis Blade system will be installed in the supply ductwork of the bus HVAC system completely hidden from site. This will prevent tampering with the system from bus passengers and allow for ease of access for maintenance, while allowing the optimal release of dry hydrogen peroxide throughout the interior of the bus through the HVAC vents. See the layout below as well as a picture of this system installed in another bus.



4. The Following codes and standards will be followed
 - a. ASHRAE Standards 62 and 52
 - b. National Electric Code NFPA 70
 - c. UL 867-2007 including ozone chamber test required as of December 21, 2007
 - i. Associated documentation proving the Synexis system meets is provided as a separate attachment
 - d. UL 2998 no ozone production test (ozone level less than 5 ppb)
 - i. Associated documentation proving the Synexis system meets is provided as a separate attachment
5. An itemized parts and component list with part quantities, parts specifications, and parts warranties
 - a. Each Synexis Blade System consists of (1) UVA Light build and (1) proprietary sail.
 - b. As part of this contract, (68) Synexis Blade Systems will be provided (one for each bus), and (2) years worth of consumables for maintenance will be provided (enough sails for 2 years worth of quarterly changeouts and (1) extra UVA build to be replaced at 2 years.
 - c. Warranty is 2 year parts and labor warranty



Project Deliverables and Timeline Management

1. Complete installation of entire (68) transit bus fleet no later than three hundred and sixty-five days after receiving the notice to proceed
 - a. Trane can meet this and vastly exceed this. Project can be completed within 6 weeks.
2. Training for RTC technicians on the system’s basic operation and troubleshooting
 - a. Trane will provide 2 hours of training on the system to RTC staff after successful implementation
3. A training manual and quick reference guide for Bus Operators and Service Island Attendants
 - a. Trane will provide
4. A systems owner’s/operators manual in digital form
 - a. Trane will provide in separate attachment
5. A system maintenance manual in digital form
 - a. Trane will provide in separate attachment
6. A system parts manual in digital form
 - a. Trane will provide in separate attachment
7. A warranty support plan document
 - a. Trane will provide

PROJECT TEAM ORGANIZATIONAL CHART

- Project Leader: Travis Jackson, PE (contact information listed at the top of the page)
 - Travis is an expert in healthy indoor environments and comfort and process HVAC systems. He assists in the design and successful implementation of healthy and complex HVAC systems. He was born and raised in Reno, NV and resides locally. He has been in this position for 11 years.
- Project Manager: Grant Bell, Email: GBell@Trane.com, Phone: (775) 720-1675
 - Grant Bell is a mechanical systems installation and maintenance technician and has been in this capacity for over 30 years. He will be overseeing all installation and ensuring customer satisfaction. He resides locally in Reno, NV and resides over a team of 4 technicians.
- Installer: Brad Brooks, Email: BBrooks@synexis.com, Phone: (816) 609-7669
 - Brad has been with Synexis for over 6 years and is responsible for providing installation services and support to ensure the proper installation and implementation of Synexis products. He has installed many Synexis Systems in other buses which have been in operation for over 2 years and currently resides in Ohio.

SCOPE OF SERVICES

The following Number of Buses will have the Synexis Dry Hydrogen Peroxide Systems Installed:

Equipment	Qty	Manufacturer
Bus HVAC Systems	68	Multiple

SCOPE OF SERVICE

- Check in with site
- Access bus ductwork
- Install (1) Synexis dry hydrogen peroxide system in bus HVAC system ductwork
- Bring power from the existing electrical to the Synexis system
- Turn power on to the Synexis system and confirm proper operation
- Turn on bus HVAC system and confirm system operation
- Clean workstation
- Provide all materials and labor needed for 2 years of maintenance per Synexis system
- Check out with site
- 2 year parts and labor warranty provided on systems



PRICING AND ACCEPTANCE

TOTAL PRICE:..... **\$310,730.00**

CLARIFICATIONS

1. Any service not listed is not included.
2. RTC to coordinate and provide access to all 68 buses.
3. All electrical and HVAC systems on the bus are assumed to be in proper working order. If they are not, a separate quote will be provided to make the necessary repairs.
4. Work will be performed during normal Trane business hours.
5. This proposal is valid for 30 days from December 12, 2022.

Sincerely,

Travis Jackson, PE
 Indoor Environmental and Process Systems Advisor
 Cell: (775) 240-1584

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

“Company” shall mean Trane U.S. Inc. dba Trane.

- 1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
- 3. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
- 4. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 5. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
- 6. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
- 7. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
- 8. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
- 9. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
- 10. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
- 11. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
- 12. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not



employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns:

(1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)

Supersedes 1-26.251-10(0614)



SAMPLE

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

1. INTRODUCTION

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

2. INDEMNIFICATION

CONTRACTOR agrees to defend save and hold harmless and fully indemnify RTC, Washoe County, 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 by RTC before work commences. Upon request, RTC reserves the right to review complete, certified copies of all required insurance policies, including all Subs' policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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 RTC's Finance Director prior to signing this Contract. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

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

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

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

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

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

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

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

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

Continuing Completed Operations Liability Insurance. CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

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

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

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

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

Exhibit D

FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

The following access to records requirements apply to the Agreement:

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

4 - FEDERAL CHANGES

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

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

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

6 - CIVIL RIGHTS LAWS AND REGULATIONS

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

A. Nondiscrimination in Federal Public Transportation Programs:

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

B. Nondiscrimination—Title VI of the Civil Rights Act

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

C. Equal Employment Opportunity

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

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

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

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

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

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

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

7 - INCORPORATION OF FTA TERMS

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

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

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

9 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.

3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third-Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

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

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

12 - 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.

13 - 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.

14 - 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.

15 - 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.

16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.

- B. Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, “Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

17 - 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.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.5.1

To: Regional Transportation Commission

From: Adam Spear, General Counsel

**SUBJECT: Approve a Stipulated Judgement to settle all claims in Iliescu v. RTC
(Case No. CV19-00459)**

RECOMMENDED ACTION

Approve a Stipulated Judgement to settle all claims in Iliescu v. RTC (Case No. CV19-00459).

BACKGROUND AND DISCUSSION

The Stipulated Judgement would resolve all claims in Iliescu v. RTC (Case No. CV19-00459). RTC would pay plaintiff nominal and symbolic damages of \$10, would stipulate to a permanent injunction for any trespass in the future, and would not seek fees and costs. There would be no admission of wrongful conduct.

FISCAL IMPACT

Funding is available in the current year budget for this payment.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 4.5.2

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance, CFO

SUBJECT: Management Policy P-21, Travel

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

Current policy identifies the Executive Director as the approval authority for all requests for employee travel. Proposed changes allow for the Executive Director to designate an alternate approver for training and travel requests, while leaving the Executive Director as the approval authority.

FISCAL IMPACT

There is no fiscal impact related to this item.

PREVIOUS BOARD ACTION

1/20/2023 Approve modifications to P-21 to allow for excess seat or baggage charges to be approved by Department Director or Executive Director.

RTC Management Policy P-21
Date Approved: 12/09/1982
Date Revised: 07/22/1993
03/23/1995
03/15/1996
07/18/2008
08/21/2015
07/17/2020
01/20/2023
04/21/2023

MANAGEMENT POLICY

SUBJECT: TRAVEL

I. PURPOSE

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

II. SCOPE

Public

X Board Members

X RTC Officers

X RTC Employees

Other: _____

III. DEFINITIONS

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

IV. POLICY

A. Board Travel

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

2. Commissioner travel can be reimbursed by applicable discretionary funds, if budgeted funding is unavailable or has been expended.
3. When Commissioner travel is requested, it will be standard practice for an RTC employee to travel with them.
4. Travel arrangements will be made for Commissioner travel by the Board Clerk to ensure that all policies and procedures are followed.

B. Employee Travel

1. The Executive Director, or designee, is responsible for approving employee travel. The Executive Director or department directors are responsible for ensuring the necessity and appropriateness of travel for a seminar, conference, or other meeting and determining whom should attend.
2. Travelers are required to know and follow this policy prior to travel and to follow the procedures as set forth in this policy for requesting, approving, monitoring, and reporting all travel and associated per diem expenses.
3. Employee failure to follow this policy, including falsification of travel expense reports, may result in disciplinary action, up to and including termination of employment.
4. Request for Permission to Travel: ~~All requests for employee travel and the resulting expenditures shall be approved in advance by~~ The Executive Director, or designee, who ~~is~~are authorized by RTC to approve or deny such requests, shall approve all requests for employee travel and the resulting expenditures in advance. The Executive Director's requests for travel over \$1,000 shall be approved by the Board Chair.
5. Travel arrangements will be made for employees by Agency Services to ensure that all policies and procedures are followed. Exceptions for self-purchase and reimbursement require written pre-approval by the Executive Director, or designee.

5.6. Reimbursement of Travel Expenses

- a. Except as otherwise provided by law, when any traveler is entitled to receive expenses in the transaction of public business outside Washoe County or more than 50 miles outside of the cities of Reno or Sparks, the traveler shall be paid necessary and reasonable travel expenses.
- b. Any personal travel or additional expenses incurred by a guest accompanying a traveler on RTC business, shall not be an RTC expense.

C. Travel Expenses

1. Travel should be by the least expensive method reasonably available when such factors as total travel time, traveler salary, RTC-owned automobile availability, and transportation costs are considered.
2. Advanced planning for travel is required in order to obtain significantly reduced rates.
3. Air Travel
 - a. Air travel shall be coach class. Exceptions due to seat availability or physical limitations require written pre- approval by the Department [Director](#) or Executive Director.
 - b. Airfare will be paid directly to the airline, preferably by use of an RTC procurement card. If it is not possible to arrange direct payment, reimbursement will be made at the conclusion of the travel only upon the submission of original receipts detailing traveler's name, travel destination, and method of payment.
 - c. Reimbursement will not be given for meals or checked baggage fees included in the cost of airfare. Checked baggage fees to and from travel destination will be reimbursed for the first checked bag. Additional fees beyond the first checked bag or an overweight bag needed for a business use will not be reimbursed without prior written approval of the Department or Executive Director.
 - d. Airline preferred seating or boarding fees are not reimbursable.
 - e. Airline Wi-Fi fees are not reimbursable.
 - f. Traveler parking a personal vehicle at the airport must use the least expensive available parking lot.
 - g. Unless approved by the Executive Director, the costs of air travel cancellation or flight change fees will be the traveler's responsibility. Any air travel refunds or credits issued to traveler must be used for future RTC business travel.

4. Use of RTC or Private Vehicles

- a. If travel by RTC-owned automobile or public conveyance is not the most economical means of transportation, or is otherwise impractical, use of a private vehicle may be permitted and will be reimbursed at the current standard mileage rate for actual business mileage as established by the United States Internal Revenue Service.
- b. In the event a traveler does not report to their assigned business office before going directly to an authorized travel destination, reimbursable roundtrip mileage will be calculated from/to the traveler's RTC business address.
- c. If a private vehicle is used for reasons of personal convenience in the transaction of RTC business and is not the most economical or practical means of transportation, reimbursement will be at the Executive Director's discretion. Prior written approval is required. Where use of a personal vehicle is approved, reimbursement will be at the current standard mileage rate for actual business mileage as established by the United States Internal Revenue Service, but will not exceed the equivalent amount of the least expensive mode of travel.
- d. No mileage reimbursement of any kind will be allowed for employees who receive a vehicle allowance.
- e. Only RTC employees are authorized to drive RTC-owned vehicles and only persons in the custody or care of RTC employees in the course of official RTC business are authorized to ride in RTC-owned vehicles.
- f. It is a violation of this policy to use an RTC vehicle for anything other than official purposes.

5. Rental Vehicle

- a. Written justification for the use of a rental vehicle must be included on the Training/Travel Request Form and authorized in advance by the Executive Director, [or designee](#). Reimbursement for a rental car generally will not be allowed when the traveler is staying at the conference hotel/event site. Exceptions may be made for geographical isolation from nearby dining establishments or for personal safety reasons.

- b. When authorized to use a rental vehicle, the traveler must reserve and pay for vehicle by means of RTC's established account with a preferred rental agency.
6. Lodging
 - a. Traveler will be selective and prudent in choosing lodging. Every effort should be made to find the most economical rates possible.
 - b. Discounted conference rates or governmental rates should be used when available.
 - c. Use of an RTC procurement card or traveler's personal credit card is the required method of payment for all approved lodging expenses. If an RTC procurement card is used as method of payment, additional charges (e.g., room service, bar charges, restaurant charges, movies) are not reimbursable. Travelers should make arrangements to have such charges or fees paid by traveler's personal credit card, or other means.
 - d. With prior written approval from the Executive [Director, or designee Director](#), lodging Wi-Fi fees used for business purposes are reimbursable.
 - e. Prior written approval is required and proper documentation of hotel rates must be submitted with the Training/Travel Request Form. Unapproved lodging expenditures will not be reimbursed.
 - f. No reimbursement for lodging will be made without receipts.
7. Registration: Approved registration or conference fees will be paid directly to the organization sponsoring the event. Payment will be made by either an RTC procurement card or check. If it is not possible to arrange direct payment, reimbursement will be made at the conclusion of the travel only upon the submission of original receipts detailing traveler's name and method of payment.
8. Meals and Incidental Expenditures
 - a. A traveler who is in travel status is eligible for meal reimbursement at the GSA per diem rate as published for the travel time. Per diem rates include taxes and tips, so traveler will not be reimbursed separately for these items.
 - b. Traveler is not required to submit receipts for reimbursement of meal per diems.

- c. Traveler is considered to be in travel status and may claim meal per diem reimbursements during the timeframes as follows:

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

- d. When registration or conference fees provide for meals, traveler will deduct such furnished meals from the meal per diem reimbursement. Continental breakfasts are not considered a furnished meal.
- e. Meals shall not be charged to RTC procurement cards unless approved in advance on the Training/Travel Request Form. If traveler is approved to charge meals to an RTC procurement card, traveler is responsible for meal charges in excess of GSA rates.
- f. All other reasonable and necessary travel expenses such as taxis, shuttles, limousine fares, parking fees, rental car fuel, or any other incidental expenses will be reimbursed. Receipts must be obtained wherever feasible, and all receipts and actual travel expenses should be itemized and attached to Training/Travel Expense Form. Expenses not accompanied by a receipt will be tested for reasonableness and may not be reimbursed. Expenses for the personal enjoyment or convenience only of traveler are not reimbursable.
- g. When in travel status, traveler shall not be reimbursed for the cost of alcohol or personal telephone calls incurred in the course of such person's travel.
- h. Generally, employees classified as non-exempt under the Fair Labor Standards Act (FLSA) should not travel overnight due to overtime considerations. When approved to travel, FLSA travel work time regulations will be used for compensating non-exempt employees during their travel status.

D. Requests for Approval of Training or Travel

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

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

J. Travel/Training Expense Reimbursement

1. An approved Travel/Training Expense Form, along with any required receipts and a copy of previously approved Travel/Training Request Form, must be submitted to the Finance Department within 14 days after travel is completed. RTC may refuse payment of claims submitted more than 45 days after completion of travel, and expenses that do not conform to this policy.
2. Approved Travel/Training Expense Forms submitted to the Finance Department will be paid within five business days of receipt.
3. When RTC procurement cards are used for travel expenses, travelers must attach a copy of the approved Travel/Training Request Form and all accompanying receipts to the monthly procurement card statement and follow the standard procurement card statement processing procedures.
4. The Travel/Training Expense Form can be found on RTC SharePoint. The form will be maintained by the Finance Department.

- K. Payment of Travel Claims Presumed Full Compensation: Any Travel/Training Expense Form filed and paid in accordance with this policy shall be considered full compensation for all travel and living expenses, including transportation, meals, lodging, and other incidental expenses associated with the submission as authorized in accordance with the provisions of this policy.
- L. The Executive Director may make procedural changes as necessary to respond to changing conditions while remaining consistent with the intent of the policy.

- END -



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 5.1

To: Regional Transportation Commission

From: Bill Thomas, AICP, Executive Director

SUBJECT: Election of RTC Vice Chair

RECOMMENDED ACTION

Elect a Commissioner to fill the vacant office of RTC Vice Chair through December 31, 2024.

BACKGROUND AND DISCUSSION

At the February 2023 meeting, the Board elected a Commissioner from Washoe County to serve as Vice Chair for calendar years 2023 and 2024. That Commissioner has resigned from the Washoe County Board of Commissioners, which has created a vacancy in the office of Vice Chair. The current term of the Vice Chair is through December 31, 2024.

RTC's bylaws only address the procedure for electing a Chair and Vice Chair for full two-year terms. Sec. III.A. RTC's bylaws are silent on the procedure for filling vacancies in the office of Chair or Vice Chair. While RTC's bylaws do mandate the order in which a Commissioner must be chosen as Chair for a full term, RTC's bylaws do not mandate any order in which a Commissioner must be chosen as Vice Chair for a full term. Past practice has been to elect a Commissioner representing the entity from which the next Chair must be chosen.

This action is for the Board to elect a Commissioner to fill the vacant office of Vice Chair through December 31, 2024. If the Board follows its past practice in choosing a Vice Chair for a full term, a Commissioner representing Washoe County would be elected to fill the vacant office of Vice Chair through December 31, 2024.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

2/24/2023 Elected Commissioner Hartung to serve as RTC Vice Chair.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 5.2

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Keolis Fixed-Route Operations and Maintenance Board Update

RECOMMENDED ACTION

Acknowledge receipt of the Keolis Fixed-Route Operations and Maintenance Board Update for the RTC RIDE Service.

BACKGROUND AND DISCUSSION

At its August 19, 2022 Board meeting, during a discussion regarding the approval of Amendment No. 3 to the Keolis contract to increase Keolis' Revenue Vehicle Hour Rate and approve the first of two three-year options, Executive Director Bill Thomas thanked the Teamsters Union and Keolis for their willingness to work on a contract resolution, and noted that the Teamsters had been asked to draft a list of items relevant to Keolis' performance. The letter dated August 18, 2022, outlined public transit performance metrics common in industry standards relevant to some of their union transit partners. The Union's comments were considered, and Amendment No. 3 was modified to clarify expectations that there be, upon request, regular reporting to the RTC Board regarding performance measures and information.

During the Board Retreat on March 17, 2023, Chair Ed Lawson requested that staff present a 'performance' dashboard in its monthly report regarding Keolis' performance metrics. Chair Lawson also asked for a quarterly 5-10 minute presentation by Keolis, to see if Keolis is hitting the performance measures as required by their contract. This report and the presentation that follows represent February 2023 performance metrics for RTC RIDE for contract compliance. All compliance measures have been met.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

8/19/2022 Approved Amendment No. 3 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, to increase the Revenue Vehicle Hour Rate for Base Year 4 from \$73.89 to \$81.13 for normal service and special/extra service, and approve the first, three-year option hourly rates for normal service and special/extra service as follows: FY24 \$85.19; FY25 \$88.43; FY26 \$89.81.

Highlights:

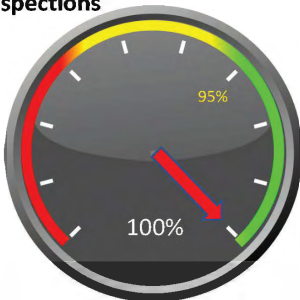
- March 18 – Keolis celebrated *National Driver Appreciation Day* kicking off the celebration on St. Patrick’s Day with green donuts, cupcakes and cookies for staff. Keolis wrapped up the celebration on Monday, March 20 with lunch catered by Kenji’s Food Truck for staff both Villanova and Fourth Street Station.
- Rollout of Canadian Urban Transportation Association (CUTA), *Transit Ambassador* customer service training program intended to create a culture of customer service by empowering employees with skills to better handle the many situations that arise when interacting with a customer (i.e. the public.) The *Transit Ambassador* program is composed of a series of training modules that address crucial topics and everyday scenarios in transit customer service.
- Community Service
 - Assisted RPD by providing shelter for evacuated residents at Rosewood Park Apartments due to a woman and child being held at gunpoint
 - Provided shelter to 24 residents due to a fire at 239 W. 2nd Street
 - Provided shelter for residents at 2500 Dickerson Road due to a structure fire



at

Contract Compliance for February

Preventative Maintenance Inspections



Completed Trips



Valid Complaints per 20,000 Passengers



Accident Frequency Ratio



Miles Between Road Calls



On Time Performance



Measurement Class	Key Performance Indicators	Feb-23	Responsible Party
Ridership measures	Total ridership	367,575	RTC
	Passenger miles	1,186,343	RTC
Availability measures	# of hours completed	20106.07	Keolis
	% of missed trips	0.52%	Keolis
	% of trips completed	99.48%	Keolis
Internal cost and efficiency measures	Passengers per revenue hour	18.9	RTC
	Passengers per revenue mile	1.72	RTC
	Cost per mile	\$13.56	RTC
	Cost per passenger	\$7.67	RTC
Quality measurements	On-time performance	88.50%	RTC
	Preventable accidents per 100,000 miles	0.45	Keolis
	Valid customer complaints per 20,000 passengers	0.91	Keolis
Workforce measures	Driver call-offs	231	Keolis
	Safety labor management meeting topics	Electric Bus charging, and Driver Uniforms	Keolis
	Employee events	Super Bowl Party	Keolis
	Total new hires by department	12- Ops.	Keolis
	Attrition by department	8-Ops., 1- Admin.	Keolis
	Grievances filed and resolved	0 Filed 1 resolved	Keolis
	ULPs filed and resolved	0/1	Keolis
	Arbitrations	4	Keolis
Asset management measures	Miles between road calls	18,727	Keolis
	% preventative maintenance inspections completed on time	100%	Keolis
Community measures	Public transit GHG reductions	913,853 lbs	RTC



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 5.3

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance, CFO

SUBJECT: Fuel Tax Indexing (Informational Only)

RECOMMENDED ACTION

Review a report from the RTC's Director of Finance regarding the Fiscal Year 2024 increase in the indexed fuel taxes in Washoe County that will become effective on July 1, 2023, as required by NRS 373.067 and WCC § 20.43416.

BACKGROUND AND DISCUSSION

NRS 373.066 allows counties to impose, by ordinance, taxes on fuel sold in Washoe County that are adjusted to inflation annually. The purpose of the annual adjustments (or "indexing") is to preserve the purchasing power that would otherwise be lost due to inflation in the cost of street and highway construction.

Washoe County imposed the indexed fuel taxes by ordinance at WCC § 20.434 et seq., following voter approval at the 2008 general election of Ballot Question No. RTC-5, and the enactment of Senate Bill 201 (2009), which was codified in NRS 373.066. Washoe County also previously imposed certain indexed fuel taxes pursuant to NRS 373.065(d)(1) and WCC §§ 20.3683, 20.3684 and 20.3685, but those taxes are no longer adjusted annually and are fixed at the amounts that were in effect on January 1, 2010.

The indexed fuel taxes are adjusted each fiscal year pursuant to the formula prescribed by NRS 373.066 and the Washoe County ordinance. The adjustment does not require action by the Board of County Commissioners or the RTC Board to become effective. Washoe County and the State have entered into an agreement pursuant to which the State, through the Department of Motor Vehicles, agrees to perform indexing, collection, and administrative functions with respect to the fuel taxes, including the calculation of each annual increase, as required by NRS 373.070(2) and WCC § 20.43419.

Before the effective date of each increase (i.e., before July 1 each year), the RTC Board is required to review the following at a public meeting pursuant to NRS 373.067(2)(b)(1) and WCC § 20.43416(1):

- (a) The amount of that increase and the accuracy of its calculation;
- (b) The amounts of any annual increases imposed by [the indexed fuel tax ordinance] in previous years and the revenue collected pursuant to those increases;
- (c) Any improvements to the regional system of transportation resulting from revenue collected pursuant to any annual increases imposed by [the indexed fuel tax ordinance] in previous years; and
- (d) Any other information relevant to the effect of the annual increases on the public.

RTC is then required to submit to the Washoe County Board of Commissioners “any information [RTC] receives suggesting that the annual increase should be adjusted.” NRS 373.067(2)(b)(2); WCC § 20.43416(2).

Attached is a report from the RTC’s Director of Finance. The report presents the information that the RTC Board is required to review at a public meeting. The adjustment that will become effective on July 1, 2023 is a 4.1% increase in the fuel taxes. RTC’s Director of Finance has confirmed these calculations with the RTC of Southern Nevada. The RTC of Washoe County and RTC of Southern Nevada coordinate, independently verify, and confirm they have the same calculations each year as the same percentage adjustment is made in both counties based on the same statutory formula.

Following this review, the Director of Finance will submit this staff report and the attached report to the Board of County Commissioners, c/o the Washoe County Finance Manager. The RTC’s Director of Finance has already notified the Department of Motor Vehicles of RTC’s calculations. The Department of Motor Vehicles independently confirms those calculations and will begin collecting and administering the increased taxes on July 1, 2023.

FISCAL IMPACT

There is no fiscal impact to the FY 2023 Budget associated with Board this action. The revenues generated in FY 2024 by the indexed fuel taxes will be programmed in the FY 2024 budget.

PREVIOUS BOARD ACTION

3/18/2011 Approved a resolution to use the “Producer Price Index for Other Non- Residential Construction,” instead of the discontinued “Producer Price Index for Highway and Street Construction,” as authorized by NRS 373.066(5)(d).

Beginning in 2010: Annually reviewed the calculations of the new indexed fuel taxes (based on the Producer Price Index) that became effective July 1 of 2010 and after.

Prior to 2010: Annually reviewed the calculations of the previous indexed fuel taxes (based on the Consumer Price Index) that became effective July 1 of 2004, 2005, 2006, 2007, 2008 and 2009.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

2023 REPORT REGARDING INDEXED FUEL TAXES

This report presents the information that the RTC is required to review at a public meeting pursuant to NRS 373.067(2)(b)(1) and WCC 20.43416(1).

BACKGROUND:

In November 2008, the voters in Washoe County passed ballot question RTC-5 which was a measure to ensure a portion of the funding necessary to implement the 30 year Regional Transportation Plan (RTP). RTC-5 proposed adjusting or “indexing” fuel taxes annually to recapture the purchasing power being lost due to inflation in the cost of street and highway construction. RTC-5 proposed to change the existing indexing basis from the Consumer Price Index (CPI) to the Producer Price Index (PPI). RTC-5 also recaptured the lost purchasing power on the federal and state fuel taxes being paid in Washoe County by indexing the federal and state taxes on gas, alternative fuels, and diesel. The Nevada State Legislature approved enabling legislation for RTC-5 with the passage of Senate Bill 201 (2009), and the Washoe County Commission subsequently enacted the implementing ordinance in August 2009. Collections of the PPI indexed fuel taxes began on January 1, 2010, and the local governments and the RTC received the first proceeds in March 2010.

THE AMOUNT OF THE INCREASE AND THE ACCURACY OF ITS CALCULATION:

On July 1, 2023, an inflationary adjustment of 4.1% will be made to the motor vehicle fuel tax rates in Washoe County, increasing rates on a cents per gallon basis as follows:

Fuel Type	Local		Total
	RTC	Governments	
Gasoline/ Gasohol	3.3082	0.5199	3.8281
Diesel	3.6384	-	3.6384
LPG	2.8117	-	2.8117
CNG	2.7419	-	2.7419
A55 ⁽¹⁾	1.3256	-	1.3256

(1) Emulsion of water based hydrocarbon

Exhibit A shows the rolling ten-year average PPI rates from the U.S. Bureau of Labor Statistics associated with the fuel taxes for local governments (NRS 365.190, 365.560, 365.180, 365.550, 365.192, and 365.562) and the RTC fuel tax (NRS 373.066).

Note, in July of 2010 the Bureau of Labor Statistics modified the publication structure for Material and Supply inputs to the Construction Industry. As a result, the PPI index for Highway and Street Construction (BHWY code) was discontinued and replaced with the PPI index for Other Nonresidential Construction (WPUIP2312301 code). The RTC Board of Commissioners approved a change to the new index in March 2011 as authorized by NRS 373.066(5)(d).

**THE AMOUNTS OF ANY ANNUAL INCREASES IMPOSED IN PREVIOUS YEARS
AND THE REVENUE COLLECTED PURSUANT TO THOSE INCREASES:**

On January 1, 2010, in order to transition to the PPI index, the CPI indexed amount was frozen at the rate in effect and the new indexing provisions calculated on the PPI rate were implemented on the local, state and federal tax rates for gasoline, and state and federal tax rates for diesel and other special fuels.

The following are the previous rolling ten year PPI index increases:

<u>Fiscal Year</u>	<u>PPI Rate</u>
2023	2.40%
2022	1.32%
2021	2.10%
2020	1.30%
2019	1.98%
2018	2.15%
2017	3.43%
2016	5.25%
2015	6.05%
2014	6.22%
2013	5.81%
2012	4.98%
2011	5.18%
2010*	6.20%

*Effective January 2010

Prior to that, there were CPI index adjustments in 2004, 2005, 2006, 2007, 2008, and 2009. Note, due to the timing requirement to implement the increases, preliminary index rates are used for the last two months of the calendar year. All indexes from the Bureau of Labor Statistics are subject to revision up to four months after publication. The indexes will be trued up in the calculation of the next year's 10 year average calculations.

The annual incremental changes in Motor Vehicle Fuel Tax in Washoe County due to PPI increases are as follows per WCC 20.43416(1)(a):

Annual Increases in Cents per Gallon

Fiscal Year	10 Yr. Avg. PPI	<u>Gasoline/Gasohol</u>		Washoe County Total	<u>RTC Only</u>			
		RTC	Local Govt's.		Diesel	LPG	CNG	A55 ⁽¹⁾
2024	4.10%	3.3082	0.5199	3.8281	3.6384	2.8117	2.7419	1.3256
2023	2.40%	1.8897	0.2969	2.1866	2.0783	1.6061	1.5662	0.7572
2022	1.32%	1.0260	0.1612	1.1872	1.1284	0.8720	0.8503	0.4111
2021	2.10%	1.5987	0.2513	1.8499	1.7582	1.3587	1.3250	0.6406
2020	1.30%	0.9769	0.1535	1.1305	1.0744	0.8303	0.8097	0.3915
2019	1.98%	1.4518	0.2281	1.6800	1.5968	1.2339	1.2033	0.5818
2018	2.15%	1.5511	0.2438	1.7949	1.7060	1.3183	1.2856	0.6215
2017	3.43%	2.3925	0.3760	2.7686	2.6314	2.0334	1.9830	0.9587
2016	5.25%	3.4794	0.5468	4.0262	3.8267	2.9571	2.8838	1.3942
2015	6.05%	3.7808	0.5942	4.3750	4.1582	3.2134	3.1336	1.5150
2014	6.22%	3.6595	0.5751	4.2346	4.0247	3.1102	3.0330	1.4663
Total		21.8065	3.4269	25.2334	23.9830	18.5334	18.0734	8.7378

(1) Emulsion of water based hydrocarbon

The following are the amounts of PPI indexed revenues collected through FY 2022 per WCC 20.43416(1)(b):

PPI Revenues

Fiscal Year	RTC⁽²⁾	Local Governments
2022	\$ 76,956,351	\$ 8,687,132
2021	73,708,014	8,290,883
2020	67,503,638	7,680,592
2019	67,780,011	7,824,459
2018	62,519,649	7,300,669
2017	56,953,775	6,629,077
2016	50,409,644	5,827,176
2015	41,564,035	4,850,891
2014	32,534,203	3,804,079
2013	24,740,803	2,888,994
2012	18,075,929	2,092,874
2011	12,288,597	1,419,438
2010 ⁽¹⁾	3,241,425	374,925

(1) Effective January 2010

(2) RTC amounts reported in the FY13 Indexed Fuel Report to the Board of Commissioners included CPI indexed amounts in the reported revenues. This report excludes CPI indexed revenues which were no longer collected after implementation of the PPI index in January 2010.

The estimate for RTC's PPI indexed revenues for FY 2023 is \$79,218,010.

LIST OF IMPROVEMENTS TO THE REGIONAL SYSTEM OF TRANSPORTATION RESULTING FROM REVENUE COLLECTED PURSUANT TO ANY ANNUAL INCREASES IMPOSED IN PREVIOUS YEARS:

The total estimated amount of revenue from indexed fuel taxes distributed to the RTC including CPI since inception is \$634.5 million through December 2022. This entire amount has been programmed along with other fuel tax revenues for road project implementation and as the pledged revenue for debt service of \$304.7 million in outstanding bond debt as of July 1, 2023. The bonds were sold to fund road projects. Indexing serves as major part of the pledged revenue for repayment of the bond debt service. As of August 2016, all the proceeds from the bond sales have been expended and the RTC is back to primarily funding road projects with indexed fuel tax revenues. A complete list of the historical bond funded projects can be found in Exhibit A. A list of the FY 2022 indexed fuel tax funded projects can be found in Exhibit A.

INFORMATION RELEVANT TO THE EFFECT OF THE ANNUAL INCREASE ON THE PUBLIC:

RTC has received and responded to public comment, public inquiries and media inquiries regarding the possibility of repealing or stopping the indexed fuel tax. RTC staff has tried to explain that the PPI increases have been a negligible part of the dramatic increases in the cost per gallon of motor vehicle fuel over the past 12 months. RTC staff will attend the May 3, 2023 Citizens Multimodal Advisory Committee (CMAC) meeting and the May 4, 2023 Technical Advisory Committee (TAC) meeting to explain the increase that will automatically go into effect on July 1, 2023.

Attachment B

PRODUCER PRICE INDEX AVERAGE ANNUAL CHANGE ROLLING 10 YEARS

Source: Bureau of Labor Statistics, Other Non-residential Construction Index

10-Year Range	2013-2022
	0.5%
	0.5%
	-5.6%
	-2.1%
	4.1%
	7.1%
	0.2%
	-2.0%
	19.6%
	18.7%
Rolling Avg	4.10%

Producers Price Index-Commodities

Series Id: WPUIP2312301 - PPI Commodity data for Inputs to other nonresidential construction, goods, not seasonally adjusted



**RTC 5 BOND PROJECTS
EXPENDITURES LIFE-TO-DATE BY BOND ISSUE**

Bond Funded Projects As of December 31,2016

Project Number	Project Termini	Total
Multi	Pre Bond Project expenditures 1/26/09 - 6/26/09	\$ 676,250.00
212025	Bravo	868,552.43
242011	Bridge St. / Caughlin Pkwy	1,082,999.02
212035	Coliseum / Yori	760,551.79
222013	E. Glendale	1,226,316.58
222020	E. Lincoln	927,254.61
212021	Echo Avenue	982,740.74
222008	El Rancho	1,341,018.76
212029	Evans / Highland	1,059,969.42
542023	FY11 Bike/Ped Improvements	168,526.98
532010	Geiger Grade Realignment	930,831.03
542021	I-580 Northbound Widening	20,000,000.00
222016	International Place / Icehouse Rd.	454,427.71
244001	Intersection Corrective Maintenance	1,465,919.94
244002	Intersection Corrective Maintenance 2	1,247,536.73
244003	Intersection Corrective Maintenance 3	908,782.27
222017	Larkin / Madison	709,203.39
212024	Las Brisas	810,415.97
512009	Lemmon Drive	247,890.39
222009	Lillard	1,177,260.90
222021	Linda / Southern	1,201,904.97
212023	Longley	1,068,477.12
222015	Loop / Saloman	629,758.51
212036	Mae Anne	1,578,105.21
212015	Mae Anne	641,500.14
212005	Mae Anne Ave. Rehab.	34,040.09
212047	Mayberry	2,346,436.27
212034	Mayberry	2,628,315.23
540102	McCarran Sidewalk	149,880.50
212009	Military Road	2,780,321.83
212010	Mill Street	1,853,832.71
532005	Moana Lane Widening	35,600,521.94
212017	Moya Blvd	2,143,451.90
212026	Mt. Rose	472,072.02
212011	N. Virginia	2,222,151.95
212038	Neil / Gentry / Terminal	28,733.80
212048	Neil / Gentry / Terminal	367,661.85
221001	Nichols	927,641.90
212012	Parr Boulevard	2,469,679.82
212030	Parr Circle / Catron Drive	1,266,489.18
212044	Peckham	774,380.46
212013	Pembroke	1,716,870.84
532008	Plumb / Harvard	168,196.21
212045	Plumb Lane	6,675,556.78
532012	Plumb/Terminal ITS	289,717.07
540082	Pyramid / McCarran	20,570.64
540082	Pyramid / US395 Connector	69,319.56
212022	Ralston / Fifth	1,854,752.80
343010	Regional Road Maint. Patching 10	1,213.00
343011	Regional Road Maint. Slurry Seal 10	284,974.49
343014	Reg'l Road Maint. Crack Seal 11	124,043.11
343017	Reg'l Road Maint. Crack Seal 12	559,199.20
343012	Reg'l Road Maint. Patching 11	779,063.19
343016	Reg'l Road Maint. Patching 12	610,639.56
343013	Reg'l Road Maint. Slurry Seal 11	5,261,559.60
343015	Reg'l Road Maint. Slurry Seal 12	3,265,362.24
212006	Reno Consolidated 0901	1,486,366.81
212016	Reno Consolidated 0902	1,920,048.49
212018	Reno Consolidated 1001	785,000.04
212028	Reno Consolidated 1002	1,866,519.46
212031	Reno Consolidated 1003	3,168,984.84
212039	Reno Consolidated 1004	4,370,039.33
212040	Reno Consolidated 1005	863,131.10
212032	Reno Consolidated 1101	1,779,397.81
212033	Reno Consolidated 1102	2,850,741.31

**RTC 5 BOND PROJECTS
EXPENDITURES LIFE-TO-DATE BY BOND ISSUE**

Bond Funded Projects As of December 31,2016

Project Number		Project Termini	Total
212041	Reno Consolidated 1103	Gould / Lewis / Prosperity / Sunshine / Kuenzli	1,707,326.79
542019	Reno/Sparks Bike Ped Plan	All jurisdictions	53,697.61
212042	Ridgeview	Plumas / Lakeside	358,493.10
510072	Robb Drive	I80 / Sharlands	117,182.91
222019	Rock Blvd	Glendale / Hymer	841,146.52
532011	SE Connector Phase I	Greg St/Clean Water Way	88,184,041.73
532013	SE Connector Phase II	Clean Water Way/South Meadows	120,524,435.00
530042	SE Connector Plan Alignment		202,034.91
542013	SE McCarran Study	Longley / Greg	96,307.07
542017	SE McCarran Widening Const.	Longley / Greg	39,109,202.14
212027	Security Circle	N. Virginia / N. Virginia	835,226.70
212037	Silver Lake	Stead / Sky Vista	764,518.22
212043	Socrates	McCarran / Sienna	1,914,449.46
222010	Sparks Consolidated 0902	Deming Way / Bergin / Franklin	1,152,135.55
220082	Sparks Consolidated 0903	Freeport / Steneri	2,231,867.08
222011	Sparks Consolidated 1001	Crane / Frazer / Hymer / Pacific / Pittman / Shaber / 15th-21st	5,008,735.59
222022	Sparks Consolidated 1101	Marietta / Snider	1,720,509.21
222025	Sparks Consolidated 1201	Greenbrae/ Merchant	1,724,834.89
222018	Spice Island / United Circle	Greg / Franklin - Spice Island / Spice Island	2,395,074.04
212019	Summit Ridge / Sky Mountain	W. McCarran / 4th	1,545,321.76
232002	Tanburg	7th / Mineral	219,915.75
212020	Taylor Street	Virginia / Kietzke	33,557.58
542025	TE Spot Intersection Project 11/12	All jurisdictions	1,309,401.64
542020	TE Spot Intersection Project 9/10	All jurisdictions	1,354,736.10
5328	US395 / Meadowood Interchange		7,652,863.09
532009	Veterans Parkway / Geiger Grade	Roundabout	5,375,728.77
222012	Victorian Phase II	Pyramid / McCarran	3,351,267.23
522008	Vista / Baring	NB Left turn lane	461,632.80
522007	Vista Boulevard	Los Altos / Wingfield Springs	8,603,385.79
212014	W. 7th Street	Madera Ct. / McCarran	809,705.94
212046	W. Huffaker	Del Monte / Spring Leaf	909,659.64
222014	York	18th / 4th	1,642,597.78
TOTAL			\$ 441,214,065.93

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2022

	Right- of-way Acquisition	Engineering and Inspection	Construction	Total
All Jurisdictions				
2021 Preventive Maintenance	\$ -	\$ 297,894	\$ 4,120,490	\$ 4,418,384.00
2022 Preventive Maintenance	-	346,784	489,927	836,711.00
2022 Corrective Maintenance	-	81,999	-	81,999.00
Bus Stop 19-01	3,250	488,316	2,774,779	3,266,345.00
T/E spot intersection improvements 10	-	109,343	1,568,145	1,677,488.00
	<u>3,250</u>	<u>1,324,336</u>	<u>8,953,341</u>	<u>10,280,927</u>
City of Reno				
Arlington Bridges	-	778,748	-	778,748.00
Bicycle/Pedestrian Improvement -Mill St/Kietzke Ln./Terminal Wy.	-	367,662	-	367,662.00
Center St. Multi-Modal	-	21,922	-	21,922.00
Golden Valley/Beckwourth	-	177,539	575,366	752,905.00
Golden Valley - Yorkshire/Virginia	-	114,038	699,116	813,154.00
Kings Row - Keystone Ave/Wyoming Ave	-	295,932	3,213,478	3,509,410.00
Kings Row Phase 2 (Wyoming Ave to McCarran Blvd)	1,000	264,591	1,414,997	1,680,588.00
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee	-	927,966	8,569,057	9,497,023.00
LiDAR Living Lab & Imple	-	81,157	-	81,157.00
Mill Street Complete Street - Keitze Ln/Terminal Wy.	-	283,966	3,516,803	3,800,769.00
Newport Lane	7,757	145,606	1,139,914	1,293,277.00
Oddie/Wells Corridor Multi-Modal	-	472,334	4,389,284	4,861,618.00
Peckham Lane	79,951	98,739	-	178,690.00
Reno Consolidated 20-01 - Mayberry Dr./California Ave/First St.	16,202	272,529	2,753,123	3,041,854.00
Reno Consolidated 21-01 - Lund/Armstrong/Yuma	-	22,390	27,507	49,897.00
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.	-	182,899	1,668,996	1,851,895.00
Reno Consolidated 23-01 - Sutro St./Enterprise Rd	-	83,750	-	83,750.00
Arrowcreek Parkway - Rubbleston Dr./S. Virginia St.	-	162,965	-	162,965.00
Holcomb Ave Rehab - Liberty St./Burns St.	-	171,237	-	171,237.00
California Ave Rehab - Newlands Cir./Arlington Ave.	-	122,543	-	122,543.00
S. Virginia St. NB Widening - Longley Ln/ I-580 NB off ramp	-	17,448	-	17,448.00
Reno Sparks Indian Colony Riverside Pathway	57,240	12,399	-	69,639.00
Traffic Management 3	-	26,960	404,705	431,665.00
Traffic Management 4	-	126,344	-	126,344.00
Traffic Signal Modification 22-01	-	11,455	-	11,455.00
Virginia St/ Midtown/UNR	-	80,049	260,070	340,119.00
West Fourth Street	-	2,492	-	2,492.00
	<u>162,150</u>	<u>5,325,660</u>	<u>28,632,416</u>	<u>34,120,226</u>
City of Sparks				
4Tth St. - Greenbrae Dr./Gault Wy.	-	167,508.00	-	167,508
Oddie/Wells Corridor Multi-Modal	-	472,334.00	4,389,284.00	4,861,618
Prater Way - Howard Dr./Sparks Blvd	-	23,305.00	(574.00)	22,731
Sparks Blvd Capacity Improvement	105,192	1,847,397.00	9,324.00	1,961,913
Sparks Consolidated 19-01 - 15th St.	-	-	(1,000.00)	(1,000)
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.	-	10,729.00	1,163.00	11,892
Traffic Management 3	-	26,961.00	404,705.00	431,666
Traffic Management 4	-	18,049.00	-	18,049
Traffic Signal Modification 22-01	-	85,914.00	-	85,914
	<u>105,192</u>	<u>2,652,197</u>	<u>4,802,902</u>	<u>7,560,291</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2022

	<u>Right- of-way Acquisition</u>	<u>Engineering and Inspection</u>	<u>Construction</u>	<u>Total</u>
Washoe County				
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee Dr.	\$ -	\$ 927,966	\$ 8,569,058	\$ 9,497,024
Sun Valley Corridor Multi-Modal	-	31,999	-	31,999
	<u>-</u>	<u>959,965</u>	<u>8,569,058</u>	<u>9,529,023</u>
NV Department of Transportation				
Pyramid Hwy./US 395 connector	-	509,521	-	509,521
Spaghetti Bowl Xpress	-	-	10,000,000	10,000,000
Traffic Management 4	-	36,098	-	36,098
Traffic Signal Modification 22-01	-	17,183	-	17,183
	<u>-</u>	<u>562,802</u>	<u>10,000,000</u>	<u>10,562,802</u>
 Total All Projects	 <u>\$ 270,592</u>	 <u>\$ 10,824,960</u>	 <u>\$ 60,957,717</u>	 <u>\$ 72,053,269</u>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 5.4

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance, CFO

SUBJECT: Fiscal Year 2024 Tentative Budget

RECOMMENDED ACTION

Acknowledge receipt of the Fiscal Year 2024 RTC Tentative Budget.

BACKGROUND AND DISCUSSION

The FY 2024 Tentative Budget will continue RTC's multi-year road program and transportation services in the community.

The FY 2024 Tentative Budget consists of three major programs: the Street and Highway Program, the Public Transportation Program, and the Metropolitan Planning Organization (MPO)/Transportation Planning Program. The Street and Highway Program consists of pavement preservation and mobility projects, capacity improvement projects, and RRIF cash and offset agreement projects. The Public Transportation Program consists of RTC RIDE, RTC ACCESS, RTC INTERCITY, RTC FlexRide, TART, and Van Pools. The MPO/Transportation Planning Program consists of federally mandated planning activities and other essential planning activities required to guide and support the Public Transportation program and Street and Highway Programs.

Street and Highway Program:

As of January 2023, year-to-date fuel tax revenue has increased 2.24% or \$1.04 million based on indexed fuel tax, but Washoe County has also experienced a 2.2% decrease in gallons sold over the prior year during that same time period. FY 2024 budgeted fuel tax revenues are a 7% increase or \$6.9 million over FY 2023 estimate due to the continued implementation of indexing. FY 2024 PPI index 4.1% adjustment results in a 3.31 cent increase Washoe County fuel tax rates. FY 2024 gallons sold are projected to increase 2.2% over FY 2023 based on the forecast from the Nevada Department of Taxation. FY 2024 RRIF cash revenues are budgeted at \$8 million as new development construction continues. RRIF cash revenues remain lower than historical levels due to the current availability of impact fee waivers.

Road construction projects are a substantial component of the RTC budget. Pavement preservation, mobility, and capacity projects are budgeted at \$137.2 million for FY 2024. The total Street and Highway

Program expenditures for FY 2024 including debt service are \$167.6 million.

Public Transportation Program:

As of January 2023, sales tax revenue has increased 3.5% or \$889,000 over the prior year. FY 2024 estimated sales tax revenue has been increased 2% or \$916,000. FY 2023 ridership for RTC RIDE and RTC ACCESS remain lower than pre-pandemic levels at approximately 65% and 33% respectively resulting in significant reductions in passenger fare revenues. FY 2024 RTC RIDE fare revenues have been increased 49% or \$1.08 million and RTC ACCESS fare revenues have been increased 81% or \$238,695 to adjust for returning ridership and increased marketing efforts to grow new ridership.

FY 2024 RTC RIDE operating costs at \$41.8 million are increasing 10.3% over FY 2023 due to increased contractor costs. RTC ACCESS operating costs at \$14.09 million are increasing 1.09% over FY 2023 primarily due to FlexRide (microtransit) services, which are also operated by the RTC ACCESS turnkey contractor.

Transit capital projects are critical to the success of the Public Transportation Program, but have a financial impact on local funds required to match the federal funding. Capital projects funded by federal grants include: 4 replacement battery electric RIDE buses, 2 hydrogen fuel cell buses and related facility upgrades, 8 new FlexRide vans, bus shelters and pad improvements, support vehicles, computer hardware and software, and facilities upgrades. The total public transportation and para-transit capital expenditures for the FY 2024 are \$26.95 million.

Total program expenses for the Public Transportation Program are \$82.8 million for FY 2024.

Metropolitan Planning Organization (MPO) Program:

Total program expenses for the MPO Program are \$3.9 million for FY 2024. The program includes the following studies: Regional Transportation Plan (RTP) update, Regional Travel Demand Model, Data Collection and Analysis, Regional Freight Study, and the Virginia TOD study.

FISCAL IMPACT

The Fiscal Year 2024 Tentative Budget amount, not including depreciation, is \$254,411,299.

PREVIOUS BOARD ACTION

5/20/2022 Approval of the Fiscal Year 2023 RTC Final Budget.



**Regional Transportation Commission
Reno, Sparks, and Washoe County, Nevada**

Annual Budget

Fiscal Year Ending, June 30, 2024

**REGIONAL TRANSPORTATION COMMISSION
ALL FUNDS
THREE YEAR COMPARISON OF REVENUES BY SOURCE
TENTATIVE BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
<u>REVENUES & SOURCES:</u>				
Motor Vehicle Fuel Tax	\$ 95,583,664	\$ 99,951,896	\$ 98,380,280	\$ 105,290,980
Public Transportation Sales Tax	44,080,663	44,336,754	45,843,890	46,760,767
Regional Road Impact Fee (RRIF)	10,271,535	7,000,000	7,000,000	8,000,000
RRIF Offset Agreements	462,721	7,350,000	1,000,000	7,350,000
Passenger Fares	2,337,129	4,037,514	2,501,750	3,827,613
Advertising	167,050	240,000	190,000	195,700
Lease Income	401,510	402,300	402,313	403,140
Investment Income	-	1,192,000	-	-
Federal Reimbursements	26,653,089	38,314,016	16,853,171	43,538,759
N.D.O.T.	10,020,970	5,900,080	2,850,924	3,822,828
Asset Proceeds	(70,877)	25,000	5,000	25,000
Misc Reimb/Operating Assist.	494,397	1,159,000	508,000	1,167,000
TOTAL REVENUES	184,425,161	209,908,560	175,535,328	220,381,787
Beginning Cash & Fund Balance	197,825,592	226,968,178	229,739,688	233,879,778
TOTAL SOURCES AVAILABLE	\$ 382,250,753	\$ 436,876,738	\$ 405,275,016	\$ 454,261,565

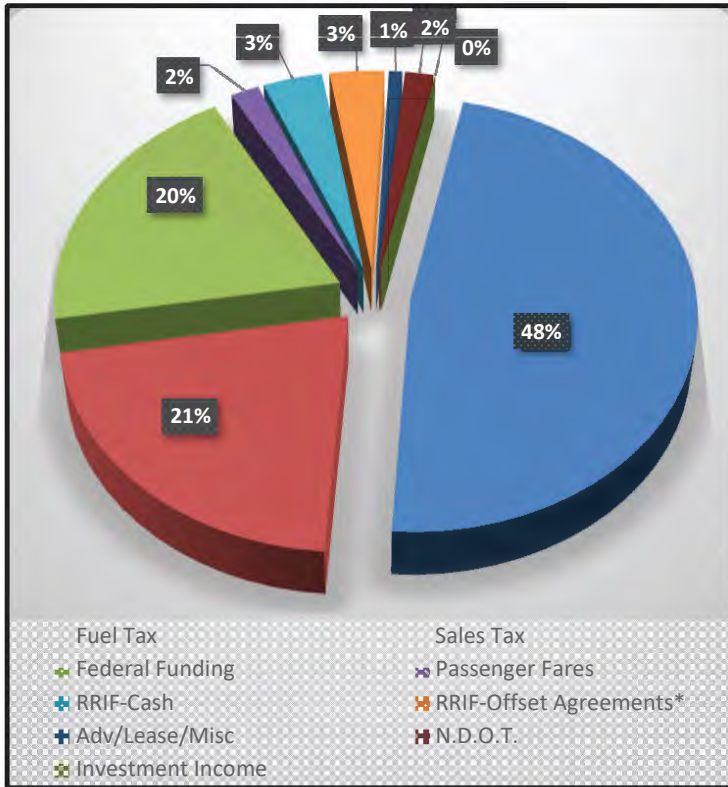
**REGIONAL TRANSPORTATION COMMISSION
ALL FUNDS
THREE YEAR COMPARISON OF EXPENDITURES BY FUNCTION
TENTATIVE BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
<u>EXPENDITURES & USES:</u>				
Preservation & Multitmodal Projects	\$ 52,809,568	\$ 73,372,014	\$ 59,205,719	\$ 67,622,424
Capacity Improvements Projects	28,789,077	73,036,765	34,260,864	69,652,114
RRIF Offset Agreements	462,721	7,350,000	1,000,000	7,350,000
Other Finan. Uses - Debt Service	21,860,368	23,184,484	23,159,449	22,986,307
RTC RIDE - Operating	27,354,290	37,898,145	29,741,113	41,804,952
RTC RIDE - Capital	8,883,744	18,465,179	10,637,660	21,192,891
Paratransit - Operating	8,693,707	13,973,654	10,496,356	14,087,942
Paratransit - Capital	560,206	7,142,000	500,000	5,772,500
MPO - Operating	3,097,384	4,134,274	2,394,078	3,972,168
TOTAL EXPENDITURES	152,511,065	258,556,515	171,395,238	254,441,299
<u>ENDING CASH BALANCE:</u>				
Restricted/Committed/Assigned	229,739,688	178,320,223	233,879,778	199,820,266
TOTAL ENDING CASH/FUND BALANCE	229,739,688	178,320,223	233,879,778	199,820,266
TOTAL USES	\$ 382,250,753	\$ 436,876,738	\$ 405,275,016	\$ 454,261,565

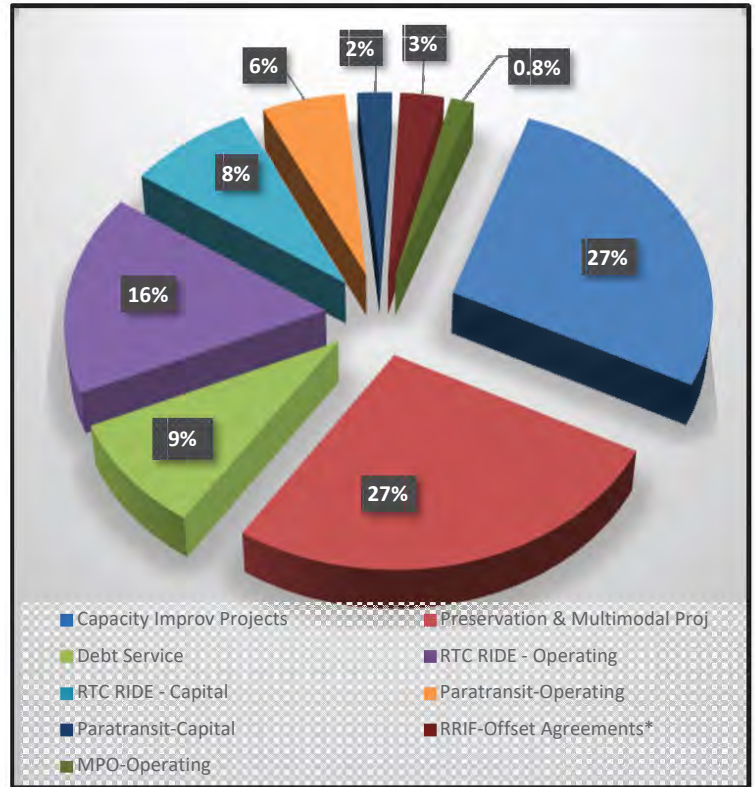
Note: Depreciation is not included in the total expenditure column.
Total expenditures including depreciation of \$9,500,000
are: \$263,941,299

REGIONAL TRANSPORTATION COMMISSION REVENUES & EXPENDITURES BY SOURCE - FY 2024 BUDGET

REVENUES



EXPENDITURES



Total Revenues & Fund Balance
\$454,261,565

Fuel Tax	\$105,290,980	23.2%
Sales Tax	\$46,760,767	10.3%
Federal Funding	\$43,538,759	9.6%
Passenger Fares	\$3,827,613	0.8%
RRIF-Cash	\$8,000,000	1.8%
RRIF-Offset Agreements*	\$7,350,000	1.6%
Adv/Lease/Misc	\$1,790,840	0.4%
N.D.O.T.	\$3,822,828	0.8%
Investment Income	\$0	0.0%

Beginning Balance	<u>\$233,879,778</u>	51.5%
Total:	<u><u>\$454,261,565</u></u>	

<u>Beginning Balance</u>	
Debt Service	\$24,260,599
Preservation & Multimodal Proj	\$122,182,985
Capacity Improv Projects	\$21,269,424
Public Transportation	\$65,111,736
MPO	\$1,055,033
TOTAL	<u><u>\$233,879,778</u></u>

Total Expenditures & Ending Fund Balance
\$454,261,565

Capacity Improv Projects	\$69,652,114	15.3%
Preservation & Multimodal Proj	\$67,622,424	14.9%
Debt Service	\$22,986,307	5.1%
RTC RIDE - Operating	\$41,804,952	9.2%
RTC RIDE - Capital	\$21,192,891	4.7%
Paratransit-Operating	\$14,087,942	3.1%
Paratransit-Capital	\$5,772,500	1.3%
RRIF-Offset Agreements*	\$7,350,000	1.6%
MPO-Operating	\$3,972,168	0.9%

Ending Balance - FY 2024	<u>\$199,820,266</u>	44.0%
Total:	<u><u>\$454,261,565</u></u>	

<u>Ending Balance</u>	
Debt Service	\$24,260,599
Preservation & Multimodal Proj	\$105,828,607
Capacity Improv Projects	\$10,163,698
Public Transportation	\$58,913,221
MPO	\$654,141
TOTAL	<u><u>\$199,820,266</u></u>

*For custodial purposes only, credits are booked as a revenue and expense with net zero effect and have no cash value.

**REGIONAL TRANSPORTATION COMMISSION
STREET AND HIGHWAY PROGRAM
TENTATIVE BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
REVENUES & SOURCES:				
Motor Vehicle Fuel Tax	\$ 95,583,664	\$ 99,951,896	\$ 98,380,280	\$ 105,290,980
Sales Tax	7,346,777	7,389,459	7,640,649	7,793,461
Regional Impact Fee - Cash	10,271,535	7,000,000	7,000,000	8,000,000
Regional Impact Fee - Offset Agreements	462,721	7,350,000	1,000,000	7,350,000
Federal Funding	-	7,600,000	735,500	12,120,300
NDOT State Gas Tax	8,000,000	3,000,000	-	-
Project Reimbursements	116,447	905,000	250,000	905,000
Investment Income	(4,267,091)	885,000	-	-
Miscellaneous Reimbursements	88,165	51,000	51,000	51,000
Other Financing Sources - Bond Proceeds	-	-	-	-
Other Financing Sources - Loan Proceeds	-	-	-	-
TOTAL REVENUES	117,602,218	134,132,355	115,057,429	141,510,741
Operating Transfers In	24,066,628	23,834,484	23,834,484	23,386,307
Payment to refunded bond escrow agent	-	-	-	-
TOTAL OPERATING TRANSFERS	141,668,846	157,966,839	138,891,913	164,897,048
Beginning Cash/Fund Balance	158,651,127	171,979,369	171,641,611	167,713,009
TOTAL SOURCES	\$ 300,319,973	\$ 329,946,208	\$ 310,533,524	\$ 332,610,057
EXPENDITURES & USES:				
Preservation & Multimodal Projects/Other	\$ 52,809,568	\$ 73,372,014	\$ 59,205,719	\$ 67,622,424
Capacity Projects/Other	28,789,077	73,036,765	34,260,864	69,652,114
RRIF Offset Agreements	462,721	7,350,000	1,000,000	7,350,000
Debt Service	21,860,368	23,184,484	23,159,449	22,986,307
Capital expenses	-	-	-	-
TOTAL EXPENDITURES	103,921,734	176,943,263	117,626,031	167,610,845
Operating Transfers Out	24,756,628	25,194,484	25,194,484	24,746,307
TOTAL EXPENDITURES AND OPER. TRANSFERS OUT	128,678,362	202,137,747	142,820,515	192,357,152
ENDING CASH/FUND BALANCE:				
Restricted for Capacity Projects	122,308,301	63,369,733	21,269,424	10,163,698
Restricted for Preservation & Multimodal Projects	25,097,746	41,531,723	122,182,985	105,828,607
Restricted for Debt Service	24,235,564	22,907,005	24,260,599	24,260,599
TOTAL ENDING CASH/FUND BALANCE	171,641,611	127,808,461	167,713,009	140,252,905
TOTAL USES	\$ 300,319,973	\$ 329,946,208	\$ 310,533,524	\$ 332,610,057

**REGIONAL TRANSPORTATION COMMISSION
PUBLIC TRANSIT & PARATRANSIT
TENTATIVE BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2024**

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
REVENUES & SOURCES:				
Public Transportation Sales Tax	\$ 36,733,886	\$ 36,947,295	\$ 38,203,241	\$ 38,967,306
Passenger Revenues	2,337,129	4,037,514	2,501,750	3,827,613
Investment Income	(1,700,185)	300,000	-	-
Advertising	167,050	240,000	190,000	195,700
FTA - 5339 (Discretionary)	4,311,997	1,973,174	999,380	2,409,538
FTA - 5307 & CMAQ	5,717,486	22,742,773	8,566,075	13,153,420
FTA - 5309 (Discretionary)	-	120,000	-	8,402,000
FTA - 5310	294,179	375,569	611,522	443,225
FTA - Section 5307 Federal Stimulus	13,672,233	-	-	-
FTA - Preventive Maint/ADA Paratransit Svc	1,068,621	3,560,000	4,920,000	5,040,000
NDOT - ETR/TA Grants/Medicaid	2,020,970	2,900,080	2,850,924	3,822,828
INTERCITY (CAMPO)	69,154	65,000	75,000	77,000
Miscellaneous Reimbursements	220,631	137,000	131,000	133,000
Asset Proceeds	(70,877)	25,000	5,000	25,000
Lease Income	401,510	402,300	402,313	403,140
TOTAL REVENUES	65,243,784	73,825,705	59,456,205	76,899,770
Capital Contribution	-	-	-	-
Operating Transfers In	-	-	-	-
SUBTOTAL RESOURCES	65,243,784	73,825,705	59,456,205	76,899,770
Beginning Cash/Fund Balance	37,638,823	54,149,229	57,270,660	65,111,736
TOTAL SOURCES	\$ 102,882,607	\$ 127,974,934	\$ 116,726,865	\$ 142,011,506
EXPENDITURES & USES:				
OPERATING EXPENDITURES				
Public Transit - RTC RIDE	\$ 27,354,290	\$ 37,898,145	\$ 29,741,113	\$ 41,804,952
Paratransit - RTC ACCESS	8,693,707	13,973,654	10,496,356	14,087,942
TOTAL OPERATING EXPENDITURES	36,047,997	51,871,799	40,237,469	55,892,895
NON-OPERATING EXPENDITURES				
Capital Outlay - Public Transit - RTC RIDE	8,883,744	18,465,179	10,637,660	21,192,891
Capital Outlay - Paratransit - RTC ACCESS	560,206	7,142,000	500,000	5,772,500
TOTAL NON-OPER. EXPENDITURES	9,443,950	25,607,179	11,137,660	26,965,391
TOTAL EXPENDITURES	45,491,947	77,478,978	51,375,129	82,858,286
Operating Transfers Out	120,000	240,000	240,000	240,000
TOTAL EXPENDITURES AND OPER. TRANSFERS OUT	45,611,947	77,718,978	51,615,129	83,098,286
ENDING CASH/FUND BALANCE:				
Restricted for Federal Grant Match	1,841,258	3,000,000	3,100,000	4,500,000
Restricted for Self Insurance	250,000	250,000	250,000	250,000
Restricted for Villanova Facility Replacement	30,000,000	30,000,000	30,000,000	30,000,000
Restricted for Transit Operations	25,179,402	17,005,956	31,761,736	24,163,221
TOTAL ENDING CASH/FUND BALANCE	57,270,660	50,255,956	65,111,736	58,913,221
TOTAL USES	\$ 102,882,607	\$ 127,974,934	\$ 116,726,865	\$ 142,011,506

REGIONAL TRANSPORTATION COMMISSION
MPO
TENTATIVE BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2024

	FISCAL YEAR 2022 ACTUAL	FISCAL YEAR 2023 BUDGET	FISCAL YEAR 2023 ESTIMATED	FISCAL YEAR 2024 BUDGET
REVENUES & SOURCES:				
Investment Income	-\$ 9,414	\$ 7,000	\$ -	\$ -
FTA - Planning	148,000	375,000	120,000	260,276
FTA - 5307 & CMAQ	-	-	-	-
FHWA - Planning	1,440,573	1,567,500	900,694	1,710,000
NDOT - Planning	-	-	-	-
NDOT - Other	-	-	-	-
Miscellaneous	-	1,000	1,000	1,000
Asset Proceeds	-	-	-	-
TOTAL REVENUES	1,579,159	1,950,500	1,021,694	1,971,276
Operating Transfers In - Sales Tax	120,000	240,000	240,000	240,000
Operating Transfers In - Fuel Tax	690,000	1,360,000	1,360,000	1,360,000
TOTAL REVENUES & OPERATING TRANSFERS	2,389,159	3,550,500	2,621,694	3,571,276
Beginning Cash/Fund Balance	1,535,642	839,580	827,417	1,055,033
TOTAL SOURCES	\$ 3,924,801	\$ 4,390,080	\$ 3,449,111	\$ 4,626,309
EXPENDITURES & USES:				
OPERATING EXPENDITURES				
Transportation Services - MPO	\$ 3,097,384	\$ 4,134,274	\$ 2,394,078	\$ 3,972,168
TOTAL OPERATING EXPENDITURES	3,097,384	4,134,274	2,394,078	3,972,168
NON-OPERATING EXPENDITURES				
Capital Outlay - MPO	-	-	-	-
TOTAL NON-OPER. EXPENDITURES	-	-	-	-
TOTAL EXPENDITURES	3,097,384	4,134,274	2,394,078	3,972,168
ENDING CASH/FUND BALANCE:				
Restricted for Federal Grant Match	827,417	255,806	1,055,033	654,141
TOTAL ENDING CASH/FUND BALANCE	827,417	255,806	1,055,033	654,141
TOTAL USES	\$ 3,924,801	\$ 4,390,080	\$ 3,449,111	\$ 4,626,309

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**REGIONAL TRANSPORTATION COMMISSION
FY 2024 CAPITAL & GRANT BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2024**

PROJECT DESCRIPTION	FEDERAL AMOUNT	LOCAL MATCH	TOTAL BUDGET AMOUNT
RTC RIDE - REPLACEMENT BUSES (6)	\$ 6,225,667	\$ 584,509	\$ 6,810,176
RTC ACCESS - REPLACEMENT VANS (15)	2,173,125	114,375	2,287,500
RTC ACCESS/FLEXRIDE VANS (18)	1,496,000	374,000	1,870,000
RTC NON-REVENUE TRUCK	60,000	15,000	75,000
MEADOWOOD MALL TRANSIT STATION	320,000	80,000	400,000
VIRGINIA LINE BRT PROJECT	-	1,388,133	1,388,133
VILLANOVA FACILITY UPGRADES	288,000	72,000	360,000
VILLANOVA FACILITY REPLACEMENT - DESIGN	2,400,000	600,000	3,000,000
TERMINAL FACILITY UPGRADES/REPAIRS	1,616,000	404,000	2,020,000
ALL FACILITIES UPGRADES	297,600	74,400	372,000
TRANSIT CENTERS UPGRADES	792,000	198,000	990,000
6TH STREET FACILITIES UPGRADES	176,000	44,000	220,000
SUTRO GENERATOR	760,000	190,000	950,000
HYDROGEN FUEL PROJECT	4,032,000	1,008,000	5,040,000
BUS STOP AMENITIES/BUS MONITOR DISPLAY	600,528	135,132	750,660
COMPUTER HARDWARE & SOFTWARE	93,538	38,384	116,922
SHOP EQUIPMENT	259,500	55,500	315,000
TOTAL	\$ 21,589,958	\$ 5,375,433	\$ 26,965,391



REGIONAL TRANSPORTATION COMMISSION
 ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
 ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
LABOR								
501-0-01	LABOR	185,456	-	3,773,574	977,082	413,362	486,622	5,836,096
501-0-03	OVERTIME	-	-	3,982	-	-	-	3,982
502-0-02	BONUSES/TOP OF SCALE DIFFERENTIAL	-	-	257,605	4,026	-	-	261,631
502-0-09	SICK LEAVE	-	-	672,516	7,801	-	-	680,317
502-0-10	HOLIDAY	-	-	289,140	3,950	-	-	293,090
502-0-11	VACATION	-	-	615,026	7,181	-	-	622,207
502-0-12	OTHER PAID ABSENCES	-	-	35,578	359	-	-	35,937
502-0-25	CAR ALLOWANCE	-	-	73,200	-	-	-	73,200
502-0-26	CELL PHONE ALLOWANCE	-	-	33,240	-	-	-	33,240
501-0-99	CAPITAL PROJECT LABOR	-	-	-	-	-	-	-
	LABOR ALLOCATIONS IN/(OUT)	251,320	-	3,261,815	1,769,541	567,281	673,672	-
	TOTAL LABOR	436,776	-	2,492,047	2,769,940	980,643	1,160,294	7,839,700
FRINGE								
502-0-04	FICA/MEDICARE	-	-	114,500	1,439	-	-	115,939
502-0-05	PENSION	-	-	2,289,472	31,274	-	-	2,320,746
502-0-01	OPEB CONTRIBUTIONS - HEALTHCARE	-	-	100,000	250,000	-	-	350,000
502-0-17	HEALTH & VISION INSURANCE	-	-	1,058,806	18,489	-	-	1,077,295
502-0-18	DENTAL INSURANCE	-	-	49,160	712	-	-	49,872
502-0-19	LIFE INSURANCE	-	-	17,471	107	-	-	17,578
502-0-16	DISABILITY INSURANCE	-	-	69,949	953	-	-	70,902
502-0-07	UNEMPLOYMENT INSURANCE	-	-	30,401	429	-	-	30,830
502-0-08	WORKERS COMPENSATION	-	-	49,111	690	-	-	49,801
502-0-14	OTHER FRINGE BENEFITS	-	-	33,750	1,300	5,250	10,500	50,800
502-0-99	CAPITAL PROJECT FRINGE	-	-	-	-	-	-	-
	FRINGE ALLOCATION IN/(OUT)	203,467	-	2,640,738	1,432,605	459,266	545,399	-
	TOTAL FRINGE	203,467	-	1,171,882	1,737,998	464,516	555,899	4,133,763
SERVICES								
503-0-02	ADV DEVL/PRODUCTION	-	-	-	547,720	-	-	547,720
503-0-03	PROFESSIONAL & TECHNICAL	32,000	-	2,422,487	252,500	25,500	24,300	2,756,787
503-0-04	TEMPORARY HELP	-	-	9,000	1,000	-	-	10,000
503-0-05	CONTRACT MAINT/REPAIRS	-	-	710,866	1,596,924	157,054	38,450	2,503,294
503-0-06	CUSTODIAL	-	-	3,000	549,000	12,300	-	564,300
503-0-07	SECURITY	-	-	-	1,047,337	38,000	-	1,085,337
503-0-08	PRINTING	-	-	40,750	60,200	8,500	500	109,950


REGIONAL TRANSPORTATION COMMISSION

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
503-0-09	CONSULTING SERVICES	50,000	-	1,080,000	10,000	-	1,540,000	2,680,000
503-0-10	PROPERTY EXPENSE	-	-	210,000	-	-	-	210,000
503-0-99	OTHER SERVICES	-	-	710,660	395,100	58,500	11,500	1,175,760
	SERVICES ALLOCATION IN/(OUT)	106,661	-	1,384,323	750,998	240,756	285,908	-
	TOTAL SERVICES	188,661	-	3,802,441	5,210,779	540,610	1,900,658	11,643,148
	MATERIALS & SUPPLIES							
504-0-01	FUEL & LUBE	-	-	3,000	1,999,479	248,500	-	2,250,979
504-0-02	TIRES & TUBES	-	-	-	-	-	-	-
504-0-04	REVENUE VEHICLE PARTS	-	-	-	-	-	-	-
504-0-06	SUPPORT VEHICLE PARTS	-	-	6,000	-	-	-	6,000
504-0-07	BENCH SHELTER/SIGN SUPPLY	-	-	-	100,000	-	-	100,000
504-0-08	CNG PARTS & SUPPLIES	-	-	-	-	5,000	-	5,000
504-0-10	OFFICE SUPPLIES	-	-	25,000	1,000	-	-	26,000
504-0-99	OTHER MATERIALS & SUPPLIES	-	-	194,300	108,400	54,000	2,500	359,200
	OTHER M & S ALLOC IN/(OUT)	10,871	-	141,089	76,541	24,538	29,140	-
	TOTAL MATERIALS & SUPPLIES	10,871	-	87,211	2,285,420	332,038	31,640	2,747,179
	UTILITIES							
505-0-02	ELECTRICITY & NATURAL GAS	-	-	5,500	384,500	60,000	-	450,000
505-0-04	WATER & SEWER	-	-	-	50,000	12,000	-	62,000
505-0-05	GARBAGE COLLECTION	-	-	-	83,000	8,000	-	91,000
505-0-10	TELEPHONE	-	-	100,600	-	-	-	100,600
	UTILITIES ALLOCATIONS IN/(OUT)	5,673	-	73,633	39,946	12,806	15,208	-
	TOTAL UTILITIES	5,673	-	32,467	557,446	92,806	15,208	703,600
	INSURANCE COSTS							
506-0-01	PHYSICAL DAMAGE	-	-	-	25,000	-	-	25,000
506-0-03	PUBLIC LIAB/PROPERTY DAMAGE	-	-	30,000	175,000	55,000	15,000	275,000
506-0-06	PL & PD SETTLEMENTS	-	-	100,000	-	-	-	100,000
506-0-08	OTHER INSURANCE COSTS	-	-	5,000	32,500	10,000	2,500	50,000
	TOTAL INSURANCE	-	-	135,000	232,500	65,000	17,500	450,000
	MISCELLANEOUS EXPENSES							
507-0-02	BUSINESS TAX	-	-	-	-	-	-	-
507-0-04	TAXES & LICENSES	-	-	75	37,250	5,500	-	42,825
509-0-01	DUES & SUBSCRIPTIONS	-	-	56,096	70,025	735	10,175	137,031



REGIONAL TRANSPORTATION COMMISSION
 ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
 ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
509-0-02	TRAVEL	-	-	-	-	-	-	-
509-0-08	MISCELLANEOUS ADVERTISING	-	-	30,000	11,300	500	125,000	166,800
509-0-09	INTERNAL MARKETING	-	-	5,000	-	-	-	5,000
509-0-20	TRAINING & MEETINGS	-	-	188,090	57,250	31,500	29,000	305,840
509-0-25	POSTAGE & EXPRESS MAIL	-	-	14,050	200	2,000	-	16,250
509-0-99	OTHER MISC EXPENSES	100	-	198,840	75,350	600	2,500	277,390
512-0-06	LEASES & RENTALS	-	-	348,521	4,000	-	45,828	398,349
	MISC EXP ALLOCATIONS IN/(OUT)	29,273	-	379,920	206,108	66,074	78,466	-
	TOTAL MISCELLANEOUS EXPENSES	29,373	-	460,752	461,483	106,909	290,969	1,349,485
	PURCHASED TRANSP'N SERVICES							
520-0-00	RIDE	-	-	-	26,027,426	-	-	26,027,426
520-0-01	ACCESS	-	-	-	-	8,260,882	-	8,260,882
520-0-15	MICRO TRANSIT FLEX SERVICE	-	-	-	-	2,508,064	-	2,508,064
520-0-02	NIGHT TAXI SERVICE	-	-	-	-	-	-	-
520-0-03	GERLACH	-	-	-	-	12,000	-	12,000
520-0-04	PYRAMID	-	-	-	-	20,000	-	20,000
520-0-05	INCLINE	-	-	-	-	17,000	-	17,000
520-0-06	CITICARE & OTHERS	-	-	-	-	-	-	-
520-0-07	MEDICAID PURCH TRANS SVC	-	-	-	-	-	-	-
520-0-08	WASHOE SR RIDE PURCH TRANS SVC	-	-	-	-	550,000	-	550,000
520-0-10	TART	-	-	-	350,000	1,000	-	351,000
520-0-11	PRIDE CARSON CITY	-	-	-	-	-	-	-
520-0-12	PRIDE T.R.I.P.	-	-	-	-	-	-	-
520-0-13	PRIDE FERNLEY/FALLON	-	-	-	-	-	-	-
520-0-14	VANPOOL SERVICES	-	-	-	2,171,960	-	-	2,171,960
	TOTAL PURCHASED TRANSPORTATION	-	-	-	28,549,386	11,368,946	-	39,918,332
510-0-XX	TOTAL PASS THRU GRANT	-	-	-	-	136,475	-	136,475
	OPERATING BUDGET BEFORE DEPRECIATION:	874,821	-	8,181,799	41,804,952	14,087,942	3,972,168	68,921,682
530-0-XX	PRINCIPAL & INTEREST	-	22,931,273	-	-	-	-	22,931,273
540-0-XX	FISCAL AGENT CHARGES	-	55,035	-	-	-	-	55,035
	TOTAL DEBT SERVICES	-	22,986,308	-	-	-	-	22,986,308



REGIONAL TRANSPORTATION COMMISSION

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
513-0-01	DEPRECIATION	-	-	-	9,500,000	-	-	9,500,000
513-0-01	AMORTIZATION	-	-	-	-	-	-	-
	TOTAL OPERATING BUDGET	874,821	22,986,308	8,181,799	51,304,952	14,087,942	3,972,168	101,407,990
	CAPITAL PROJECTS							
	GOVERNMENT FUND CAPITAL							
600-0-10	REVENUE VEHICLES	-	-	-	-	4,157,500	-	4,157,500
600-0-31	COMPUTER HARDWARE	-	-	-	-	-	-	-
600-0-32	COMPUTER SOFTWARE	-	-	-	-	-	-	-
600-0-35	OFFICE FURNITURE & EQUIP.	-	-	-	-	-	-	-
600-0-36	OTHER FIXTURES & EQUIP.	-	-	-	-	980,000	-	980,000
600-0-38	SHOP EQUIPMENT	-	-	-	-	200,000	-	200,000
600-0-91	LEASEHOLD IMPROVEMENTS	-	-	-	-	120,000	-	120,000
	TOTAL GOVMT. FUND CAPITAL	-	-	-	-	5,657,500	-	5,657,500
	STREET & HIGHWAY PROJECTS							
	PRESERVATION & MULTIMODAL PROJECTS	-	-	59,440,625	-	-	-	59,440,625
	CAPACITY IMPROVEMENT PROJECTS	25,986,905	-	50,140,388	-	-	-	76,127,293
	CAPITAL CONTRIBUTION PROJECTS	-	-	-	-	-	-	-
	ADMINISTRATIVE EXPENDITURES	-	-	-	-	-	-	-
	TOTAL STREET & HIGHWAY	25,986,905	-	109,581,013	-	-	-	135,567,918
	CAPTIAL BUDGET BEFORE ENTERPRISE FUND CAPITAL	25,986,905	-	109,581,013	-	5,657,500	-	141,225,418
	ENTERPRISE FUND CAPITAL							
105-2-02	105-2-02 Undesignated Capital Projects	-	-	-	372,000	-	-	372,000
105-2-25	105-2-25 Hydrogen Fuel Cell Proj.	-	-	-	4,910,000	-	-	4,910,000
111-1-03	111-1-03 4th Street Station	-	-	-	-	-	-	-
111-1-10	111-1-10 Coaches	-	-	-	6,810,176	-	-	6,810,176
111-1-11	111-1-11 Renovated Coach	-	-	-	-	-	-	-
111-1-12	111-1-12 Support Vehicles	-	-	-	75,000	-	-	75,000
111-1-16	111-1-16 Communications Equipment	-	-	-	180,000	-	-	180,000
111-1-18	111-1-18 Surveillance/Security Equipment	-	-	-	75,000	-	-	75,000
111-1-20	111-1-20 Passenger Ammenities	-	-	-	495,660	-	-	495,660
111-1-21	111-1-21 Passenger Shelters & Bus Stop Improvements	-	-	-	1,788,133	-	-	1,788,133



REGIONAL TRANSPORTATION COMMISSION

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
- ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

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ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
111-1-31	111-1-31 Computer Hardware	-	-	-	71,922	-	-	71,922
111-1-32	111-1-32 Computer Software	-	-	-	-	-	-	-
111-1-35	111-1-35 Office Furniture & Equipment	-	-	-	-	-	-	-
111-1-36	111-1-36 Other Fixtures & Equipment	-	-	-	195,000	-	-	195,000
111-1-38	111-1-38 Shop Equipment	-	-	-	325,000	-	-	325,000
111-1-82	111-1-82 Building Improvements - Terminal	-	-	-	2,020,000	-	-	2,020,000
111-1-83	111-1-83 Building Improvements - Centennial	-	-	-	-	115,000	-	115,000
111-1-84	111-1-84 Building Improvements - 4th St Station	-	-	-	875,000	-	-	875,000
TOTAL ENTERPRISE FUND CAPITAL		-	-	-	21,192,891	115,000	-	21,307,891
TOTAL CAPITAL BUDGET		25,986,905	-	109,581,013	21,192,891	5,772,500	-	162,533,309
TOTAL FY 2024 BUDGET		26,861,726	22,986,308	117,762,812	72,497,843	19,860,442	3,972,168	263,941,299



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 5.5

To: Regional Transportation Commission

From: Sara Going, Engineer I

SUBJECT: Downtown Reno Micromobility Pilot Project

RECOMMENDED ACTION

Acknowledge receipt of a presentation on the Downtown Reno Micromobility Pilot Project.

BACKGROUND AND DISCUSSION

In summer of 2022, RTC and the City of Reno partnered on a pilot project to introduce micromobility specific infrastructure to the community, gather public feedback, and perform a technical study on 5th Street and Virginia Street in Downtown Reno. The project introduced several infrastructure features including buffered micromobility lanes, a two-way cycle track, intersection bicycle boxes, a protected intersection, and bicycle signal heads. The temporary infrastructure was open from June through October 2022 and public feedback was collected during this time. UNR's Center for Advanced Transportation Research lead the technical study, which utilized LiDAR data collection to observe speeds, conflicts between road users, and use of space on the roadway. This data was collected both before the pilot infrastructure was put in place, and while the pilot was active. The City of Reno Downtown Micromobility Pilot Project report is attached.

The results of the public outreach showed that micromode users were most in favor of the infrastructure, reporting increased feelings of safety and comfort. Auto users were the least in favor, citing loss of vehicle lanes, especially on Virginia Street, as the primary reason. The LiDAR study observed higher volumes of micromode users after the infrastructure was put in place, with a notable shift from riding on the sidewalk and in vehicle lanes to majority use of micromobility lanes. The study also observed a reduction in conflicts between vehicles and all road users, including other vehicles. The feedback and observations from this pilot project will help local agencies determine the most effective applications of permanent micromobility specific infrastructure in the future.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

4/29/2022 Authorized the Executive Director to negotiate a Reimbursement Agreement with the City of Reno for its micro-mode pilot project in Downtown Reno, in an amount not-to-exceed \$400,000.

April 2023



CITY OF RENO DOWNTOWN MICROMOBILITY PILOT PROJECT



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1.0 Background

The City of Reno is paving the road for a more vibrant, safe, and strong downtown Reno by building on the Downtown Reno Action Plan. The City is focused on improved walking, biking, and transit connectivity to make it safer and easier for the public to take advantage of more sustainable ways to visit downtown, the Truckee River, the University of Nevada, Reno, and surrounding local businesses while enhancing road safety for all users. The Micromobility Pilot Project focuses on transportation improvements for small, low-speed, human or electric powered transportation devices such as bicycles, scooters, and e-bikes, collectively referred to as “micromodes”. This project is one part of meeting the strategic goals outlined in adopted plans and addressing converging needs in transportation management, public health, and climate.

1.1 Strategic Goals

The Micromobility Pilot Project is an advancement towards strategic local and regional goals outlined in the following plans:

- 2050 Regional Transportation Plan
- City of Reno Strategic Plan 2020-2025
- City of Reno Downtown Action Plan
- City of Reno Sustainability & Climate Action Plan

2050 Regional Transportation Plan

A primary driver for increasing use of micromodes is the need to enhance regional mobility with diversified transportation options. In 2021, the RTC adopted the 2050 Regional Transportation Plan which identifies vehicle trip reduction as a critical step to address roadway congestion and improve air quality in the region. Growth in outlying suburban areas has resulted in increased traffic demand on the region’s major arterials, primarily those connected to the Interstate 80 and 580 corridors. The impact to urban arterials is particularly notable as the capacity of these corridors are increasingly constrained by limited right-of-way. At the same time, many minor corridors, which historically carried higher traffic volumes, no longer have the same traffic demand due to shifted travel patterns to the freeway network. Many of these corridors maintain excess capacity for vehicle traffic that will not return. From these patterns, questions arise: How can the extra space on minor corridors be utilized to expand mobility, reduce vehicle trips, and improve air quality? What changes can be made to the road space to improve safety and mobility for non-vehicular modes? Can growth in micromode and pedestrian traffic help offset the demand on freeway connected arterial corridors? The Micromobility Pilot Project takes a step towards answering these questions by introducing micromode specific features to the community, measuring infrastructure performance, and collecting community feedback about re-allocated road space.

City of Reno Strategic Plan 2020-2025

In February 2020, the City of Reno adopted the current Strategic Plan. The mission of the plan is creating a community that people are proud to call home. The City Council’s overarching goals include fiscal sustainability; public safety; economic opportunity, homelessness, and affordable housing; economic and community development; infrastructure, climate change, and environmental sustainability; and arts, parks, and historical resources. The public safety goal identifies a key strategy of increasing attention and efforts on traffic and pedestrian safety. This pilot project will identify and analyze infrastructure options to meet this goal. The economic and

community development goal identifies several strategies that the pilot project seeks to address with features that implement a quality-built environment. These identified strategies include encouraging and supporting integration of the University community into the downtown area by redeveloping targeted City blocks and promoting a vibrant urban core; identify infrastructure needs to promote infill development, focusing on opportunities within the McCarran loop; and implement the Downtown Action Plan in collaboration with the Downtown Reno Partnership. Finally, this pilot project seeks to address two strategies in the infrastructure, climate change, and environmental sustainability goal. These include plan and prepare for service continuity and community resilience in the face of a changing climate, guided by the Climate Action Plan; and strategically engage in the Regional Transportation Plan (RTP) update and collaborate regionally with entities in support of Reno's transportation infrastructure.

City of Reno Downtown Action Plan

In April 2017, the City of Reno adopted the Downtown Action Plan. This plan identified a core value of a connected city with walking, biking, and transit options to UNR, Truckee River, close in neighborhoods and other destinations. The plan includes a goal of making physical improvements to make Downtown better connected and accessible for all modes of travel. This pilot project introduces infrastructure configurations for consideration in future physical improvements.

City of Reno Sustainability & Climate Action Plan

In July 2019, the Reno City Council adopted the City of Reno Sustainability & Climate Action Plan. This plan's overall goal is to reduce community-wide greenhouse gas emissions 28 percent by 2025, 40 percent by 2030, and 80 percent by 2050. Currently, transportation represents 30 percent of those overall emissions, which presents a large opportunity for reduction in emissions. Priority 4 of this plan is to create lively, low-carbon neighborhoods. Specifically, priority 4.6 is to expand shared, micromobility alternatives. The pilot project helps achieve this priority by evaluating infrastructure options to facilitate these alternatives.

1.2 Micromobility Growth & Infrastructure

Multiple factors have driven increasing public interest in micromobility. Advances in battery and ride-sharing technology have made micromobility devices more affordable and accessible. In spring of 2022, the micromobility ride-sharing company Bird Scooters launched within the City of Reno. The company currently operates roughly 1000 shared electric scooters within range of the Virginia Street core. Concurrently, public interest in personal and environmental health has fueled bicycle sales, most dramatically during the COVID-19 pandemic.

With interest in micromobility on the rise, many ask, "Where do I ride?" For new micromobility users, this is a primary concern. Riding a bicycle or e-scooter is not legal on Downtown Reno sidewalks, but riding in the roadway with vehicle traffic is often uncomfortable for new and less confident riders. National surveys indicate safety and comfort as the biggest obstacles to transitioning to a bicycle or scooter for daily transportation. These surveys have identified four major categories of cyclists based on their current level of interest in cycling, represented in **Figure 1-1**. Typologies include no way no how, interested but concerned, somewhat confident, and highly confident/strong and fearless. As illustrated in **Figure 1-2**, differing user profiles have different levels of comfort riding in mixed traffic.

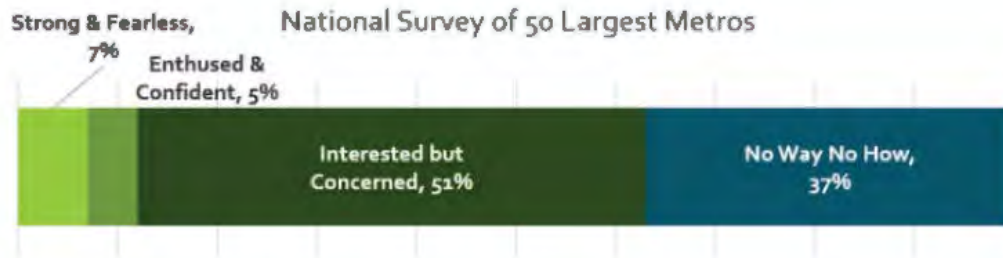


Figure 1-1 - Types of Cyclists by Proportion of Population, Source: Jennifer Dill, PhD

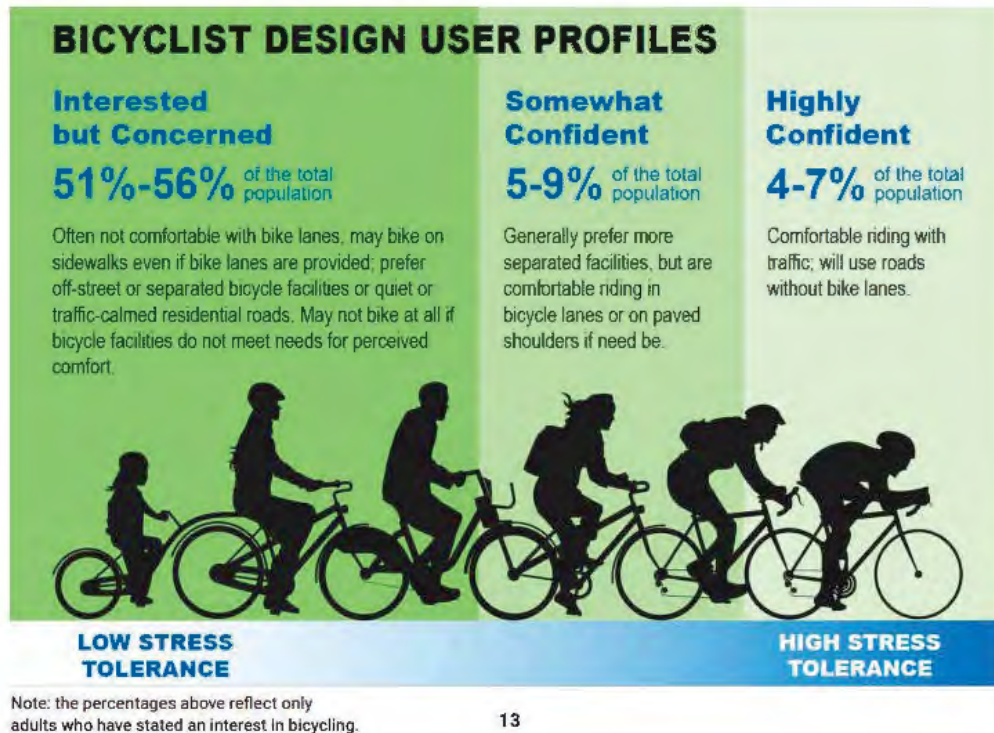


Figure 1-2 - Bicycle Design User Profiles, Source: FHWA Bikeway Selection Guide (2019)

As summarized in Figure 1-2, riders in the “interested but concerned” user group, the largest portion of the population, are unlikely to ride at all if bicycle facilities do not meet their needs for perceived comfort. To realize the greatest potential for mode shift, agencies need to target infrastructure for the stress tolerances of this large group. Stress imposed on a rider by the traffic environment can be mitigated by reducing the amount of interaction riders must have with vehicle traffic. One way achieving this is by increasing the level of separation between different modes as adjacent traffic volumes and speeds increase. This provides a scalable approach for the implementation of micromode specific infrastructure based on the context of the traffic environment. The Federal Highway Administration (FHWA) recommends the scale of separation shown in **Figure 1-3**.

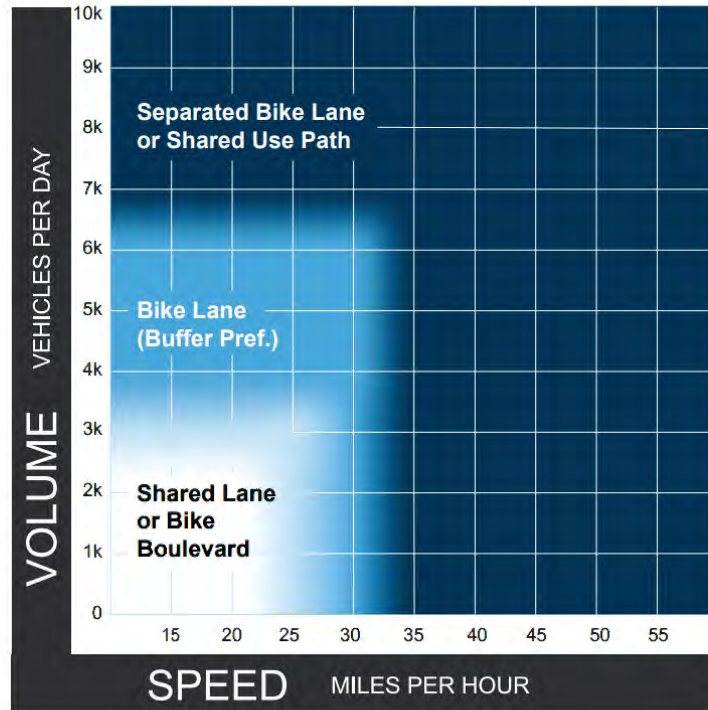


Figure 1-3 - FHWA recommendations on bicycle facilities dependent on vehicular speed and volume, Source: FHWA Bikeway Selection Guide (2019)

This match between the level of separation and the level of traffic stress not only benefits perceived safety for would-be riders, but also closely mirrors the actual risk to vulnerable road users as vehicle speeds increase. **Figure 1-4** demonstrates the need for increased separation of vulnerable road users from vehicular traffic at higher speeds. At 20 mph, there is a 90 percent chance a pedestrian or cyclist will survive a collision, while only a 20 percent chance at 40 mph.

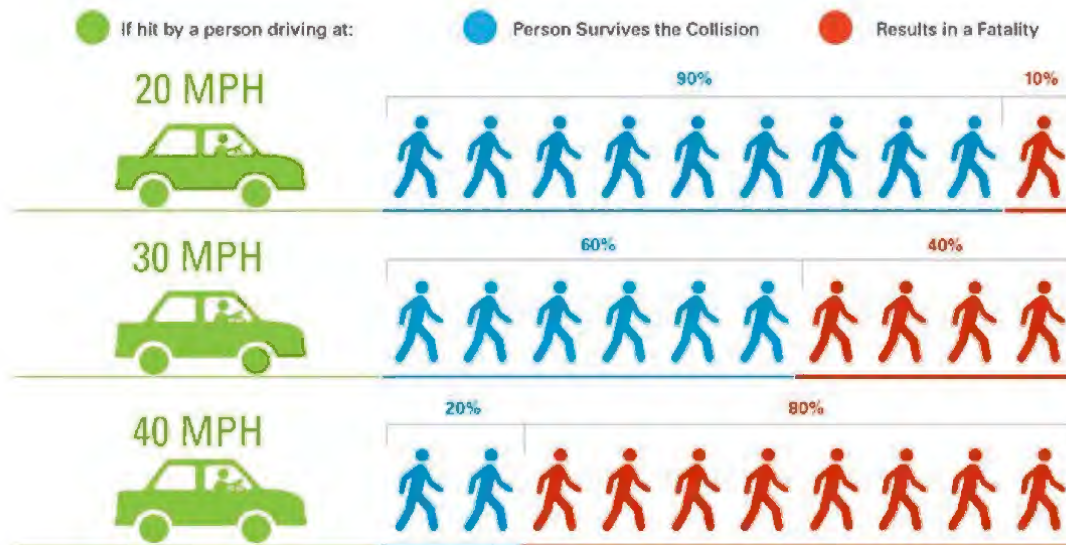


Figure 1-4 - Risk of pedestrian fatality versus vehicle speed, Image Source: San Francisco MTA Vision Zero Action Plan (2015) Data Source: US Department of Transportation (2000)

These combined factors indicate that with appropriate application of context sensitive infrastructure, micromobility can become a safe and realistic mode choice for a larger portion of the population. Context sensitive micromobility infrastructure has not been widely applied in North America, but significant advances have been made in recent decades in many metropolitan areas. Challenges remain in educating both transportation professionals and the public on the use and application of infrastructure features designed to specifically accommodate micromodes.

1.3 Micromobility Community Workshops

During the same time as the Pilot Project, the City of Reno and RTC, along with other community stakeholders, participated in two workshops that focused on best practices for implementing micromode infrastructure. These included the League of American Bicyclists Bicycle Friendly America Community Workshop and the Dutch Cycling Embassy ThinkBike Workshop.

League of American Bicyclists

Reno-Sparks was one of five communities in the US to be awarded a League of American Bicyclists Bicycle Friendly America Community Workshop. The two day workshop, held August 22 to August 23, 2022, brought together local stakeholders to learn about the benefits and actions required to become a League-certified Bicycle Friendly Community. The workshop focused on the “5 E’s Criteria” including engineering, education, encouragement, evaluation/planning, and equity/accessibility. The workshop stressed the importance of designing for riders of all ages and abilities by designing a low stress network that provides increased separation between modes of transportation based on vehicle volumes and speeds.

Dutch Cycling Embassy

The City of Reno along with the Truckee Meadows Bicycle Alliance hosted a ThinkBike Workshop from September 12 to September 14, 2022. The Dutch Cycling Embassy (DCE) is a network of public and private partners who work together to create cycle-friendly cities and shares its knowledge and expertise with cities through workshops and trainings. This workshop presented recommendations and lessons learned from the Netherlands on the hardware, software, and orgware aspects of cycling infrastructure. Hardware includes the infrastructure; software includes the plans, policies, and programs; and orgware includes the institutional elements such as administration and governments. City of Reno and RTC staff attended the workshop along with consulting engineers and community members.

The network design component of the workshop stressed the importance of separating cycling and vehicle traffic at higher speeds to minimize conflicts between road users. The DCE also identified the five bicycle design criteria of safety, directness, coherence, comfort, and attractiveness.

Finally, the workshop participants formed two groups and completed an exercise to put the theory into practice on Reno Streets. This was a visioning exercise rather than an engineering design. The first group created the “Downtown Superblock” inspired by Barcelona. This concept creates larger blocks that are surrounded by road that is used as an arterial. The internal roads are traffic calmed to prioritize active travel. The second group utilized a “Ladder Structure” to create a comfortable route from Downtown Reno to the University. In this concept, some streets are prioritized for vehicular traffic and others for active modes. In the streets prioritized for active

modes, roadway space is reallocated to create protected bike lanes and enhance pedestrian space.

2.0 Pilot Project Overview

2.1 Project Goals

At the convergence of strategic plans, community desire, and regional need, the City of Reno and RTC developed the Micromobility Pilot Project. The goals of this project were to introduce different micromode features to the community, solicit feedback, and collect data that will help inform the City and RTC in applying micromode specific infrastructure in our community in the future.

Goal 1: Introduce micromode-specific infrastructure features to the community.

The last several decades of micromobility advancement in North America have resulted in development of infrastructure treatments and traffic control devices that address the specific needs of micromode users. While designated by the Federal Highway Administration (FHWA) as safe and effective, few of these infrastructure features have been implemented in the City of Reno. The pilot project provided a platform to introduce and educate the community on several micromode-specific infrastructure features using a lower cost temporary application.

Goal 2: Solicit community feedback on micromobility infrastructure.

Community feedback is critical to shaping permanent infrastructure that best serves the needs of its users. The Project utilized an online survey to solicit feedback about different features that were deployed during the pilot project and to gauge user's overall experience with the pilot corridors.

Goal 3: Perform technical data collection.

To learn more about how users interacted with the Pilot infrastructure, RTC partnered with UNR's Center for Advanced Transportation Research to perform a before and after study of the Pilot corridors. The study collected data in three primary categories:

1. Volumes of each mode in the corridor
2. Use of space within the corridor (where users are within the right-of-way)
3. Conflict rates between modes

This data collection allowed for the observation of the infrastructure's influence on modal volumes, the use of the micromobility lanes, roadway and sidewalk, and safety within the project area.

2.2 Project Scope

Five primary micromode-specific infrastructure features were introduced on the project: two segment treatments and three intersection treatments.

Segment Treatments:

- One-way buffered micromobility lanes.
- Two-way micromobility track.

Intersection Treatments:

- Protected intersection
- Bicycle boxes
- Bicycle signal heads & phases

The temporary infrastructure features were implemented on 5th Street from Vine Street to Evans Avenue and Virginia Street from Liberty Street to 5th Street. Construction of the project began in late May 2022, and the project opened to the public on June 15, 2022. The project limits are shown in **Figure 2-1**.



Figure 2-1– Project Limits

Segment Treatments

Segment treatments refer to infrastructure features that are applied to roadway segments between intersections. The Pilot Project introduced two different segment treatments: one-way buffered micromobility lanes and a two-way micromobility track.

One-way Buffered Micromobility Lanes

One-way buffered lanes were implemented on 5th Street from Vine Street to Evans Avenue and on Virginia Street from 2nd Street to Liberty Street. Compared with a standard bike lane,

buffered lanes provide an increased level of separation between micromobility users and vehicle traffic. This separation is intended to provide greater comfort for new riders and reduce the potential for conflict between road users. Buffered lanes were tested in three configurations. The first was with a painted buffer. The second included a raised alignment barrier, either using delineators or artistic bicycle rail shown in **Figure 2-2**.



Figure 2-2 - (Left) Delineated buffered micromobility lane, (Right) Artistic bike rail.

The third configuration, shown in **Figure 2-3**, also placed vehicle parking adjacent to moving traffic so that parking vehicles would not cross the micromobility lane.



Figure 2-3 - Cross-section showing micromobility lane with parking buffer.

Two-way Micromobility Track

A two-way micromobility track was implemented on Virginia Street from 5th Street to 2nd Street. The two-way track allows both directions of movements on one side of the street. This can improve ease of navigation while remaining separated from vehicle traffic. The track was constructed using low-cost temporary materials including paint and removable pedestrian barrier rail. The two-way track configuration is shown in **Figures 2-4** and **2-5**.

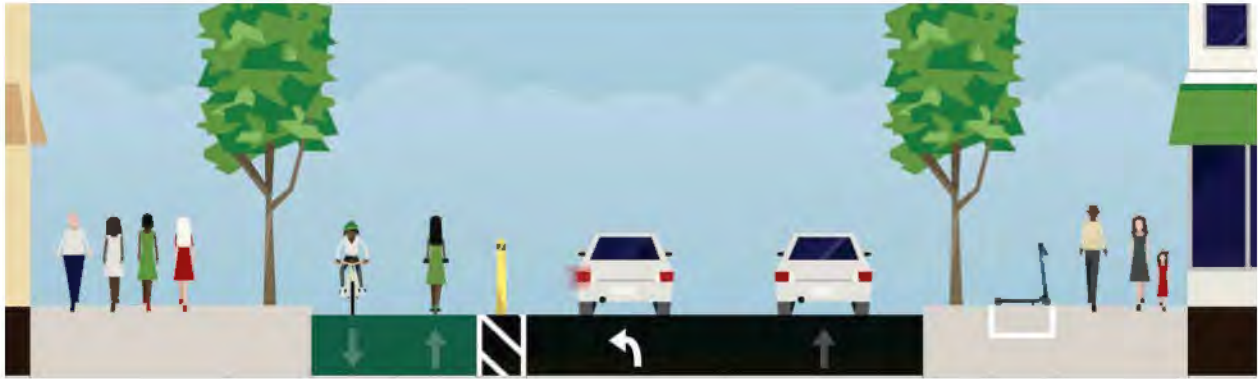


Figure 2-4 - Cross-section showing two-way micromobility track.

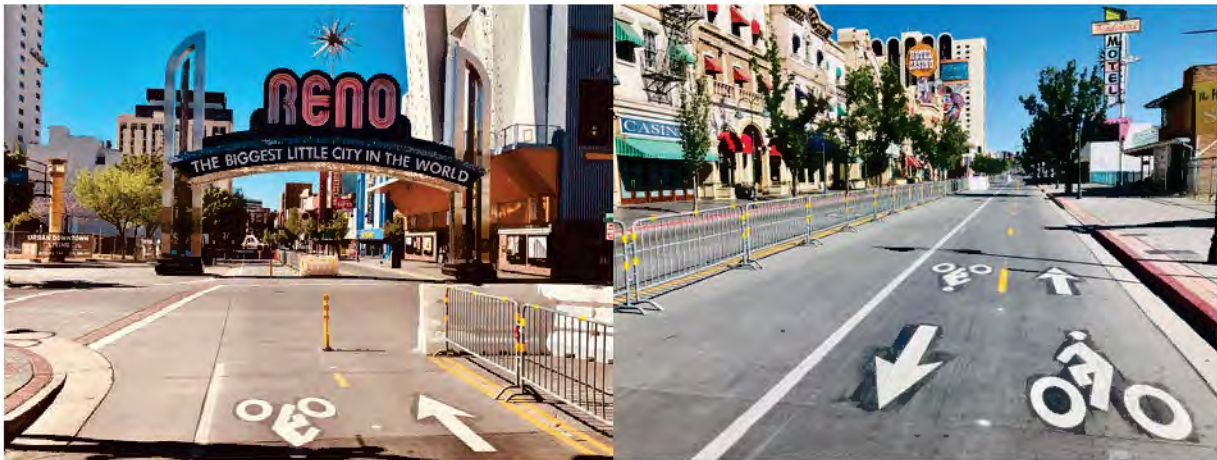


Figure 2-5 - Two-way track on Virginia Street.

Intersection Treatments

Intersection treatments refer to infrastructure features that are applied to intersections with other roadways. Intersection treatments allow for the level of separation used in a segment to be carried through intersections to reduce conflicts where all modes are making multiple movements. The Pilot Project introduced three different segment treatments: a protected intersection, bicycle boxes, and bicycle signal heads.

Protected Intersection

A temporary protected intersection, shown in **Figure 2-6**, was constructed at the intersection of 5th Street and Arlington Avenue, where two bicycle routes meet.



Figure 2-6 - Protected Intersection at 5th Street and Arlington Avenue.

The term “protected intersection” refers to intersection design that allows micromode users to make through, left, and right movements at the intersection without merging with vehicle traffic. This reduces the conflict exposure for micromode users, as shown in **Figure 2-7**.

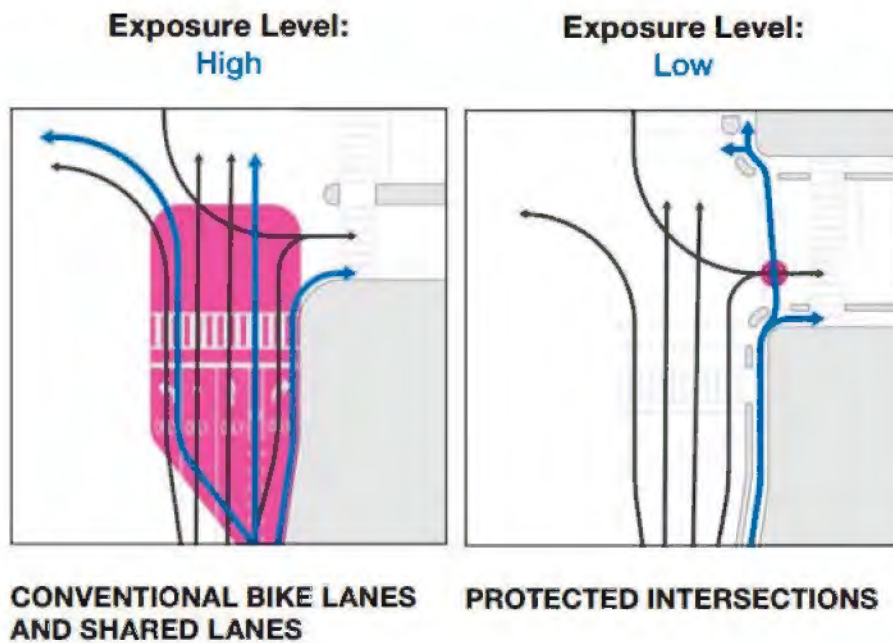


Figure 2-7 - Micromode user exposure level at different intersection types. Source: FHWA Bikeway Selection Guide (2019)

The configuration uses advanced stop bars to increase visibility of micromode users. It also allows micromode users to use two-stage left turns. A two-stage left turn is where the user crosses one direction of vehicle traffic at a time, rather than merge with traffic.

Bike Boxes

Bicycle boxes or “bike boxes” are another intersection treatment that allow for greater visibility of micromode users. Bike boxes were placed on the Virginia Street minor street approaches of 5th Street, 4th Street, and 2nd Street. Bike boxes can also be used to take a two-stage left turn out of the two-way track. As shown in **Figure 2-8**, micromode users stop during a red indication within the bike box, and vehicular traffic stops at the stop bar in advance of the bike box.



Figure 2-8 - How to use an intersection bicycle box.

Bicycle Signal Heads

Bicycle traffic signal heads control bicycle traffic. The use of bicycle signal heads allows for a dedicated bicycle signal phase within the traffic signal cycle. This provides another degree of separation by allowing micromode users to pass through the intersection at a separate time than conflicting vehicular movements. Bicycle signal heads, shown in **Figure 2-9**, were implemented at Virginia Street & 5th Street, Virginia Street & 4th Street, Virginia Street & Plaza Street, and Virginia Street and 2nd Street.

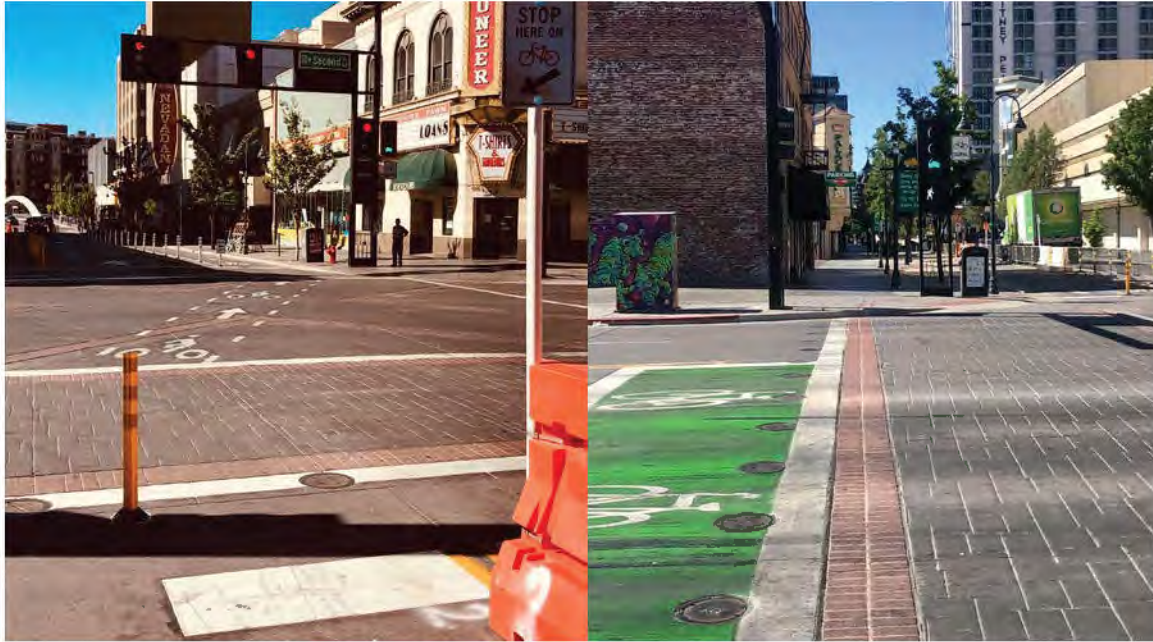


Figure 2-9 - Photos of Bike Signal at Virginia Street and Second Street and Bike Box at Fifth Street.

2.4 Project Outreach

Since this project introduces new infrastructure configurations to the area, it was critical that an educational component was included in the project. This included media interviews and social media posts identifying quick and easy to visual user guides showing, for example, where to stop ahead of a bike box. The City of Reno also produced a video showing a ride through of the project features and how to use them. The Public Works Director and City Council member walked the project and discussed the features on a YouTube Live Stream, and the City and RTC staff presented the project to a wide variety of community groups.

3.0 Data Collection Methodology

The Micromobility Pilot Project evaluation included data collected through LiDAR sensors and online surveys.

3.1 UNR LiDAR Study

RTC partnered with the Center for Advanced Transportation Research group at the University of Nevada (UNR), Reno on a light detection and ranging (LiDAR) assisted study of this project (Whitley, T., Xu, H. (2023). *Before-After Study with LiDAR for the Reno Micromobility Pilot Program*. Center for Advanced Transportation Education and Research, University of Nevada, Reno).

UNR used roadside LiDAR data collection platforms to collect data at nine sites along 5th Street and Virginia Street during three separate rounds. Each site has at least one full weekday and one full weekend day. Round 1 data was collected in April and May before any infrastructure was installed. Round 2 data collection occurred in July after the infrastructure was installed and

during the height of summer. Round 3 data collection occurred in late September after UNR was back in session.

LiDAR sensors generated cloud points of surrounding objects through pulsed lasers. The cloud points collected in the field were run through artificial intelligence (AI) software to filter out background noise, classify the road user type (including vehicles, bicycles, scooters, and pedestrians), and track the user's movement. This data analyzed from the trajectories was able to show multi-modal traffic counts, vehicle speeds, conflicts between road users, and traffic compliance and behavior. The stages of LiDAR data collection and processing are shown in **Figure 3-1**.

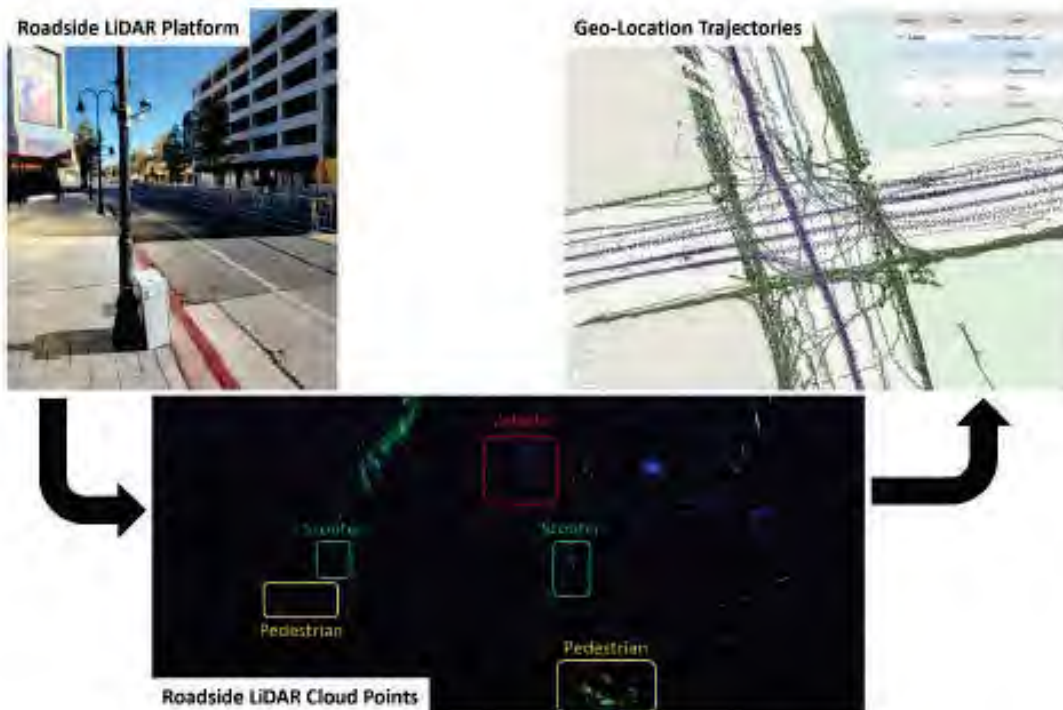


Figure 3-1- Stages of roadside LiDAR data processing. Source: Trevor Whitley and Hao Xu, PhD

Data was collected at nine locations within or near the pilot project limits, shown in **Figure 3-2**:

1. 5th Street & Keystone Avenue
2. 5th Street & Ralston Street
3. 5th Street & Arlington Avenue
4. Virginia Street & 5th Street
5. Virginia Street & 4th Street
6. Virginia Street & Commercial Row
7. Virginia Street & 2nd Street
8. Virginia Street & Truckee River Walk
9. Virginia Street & Mill Street

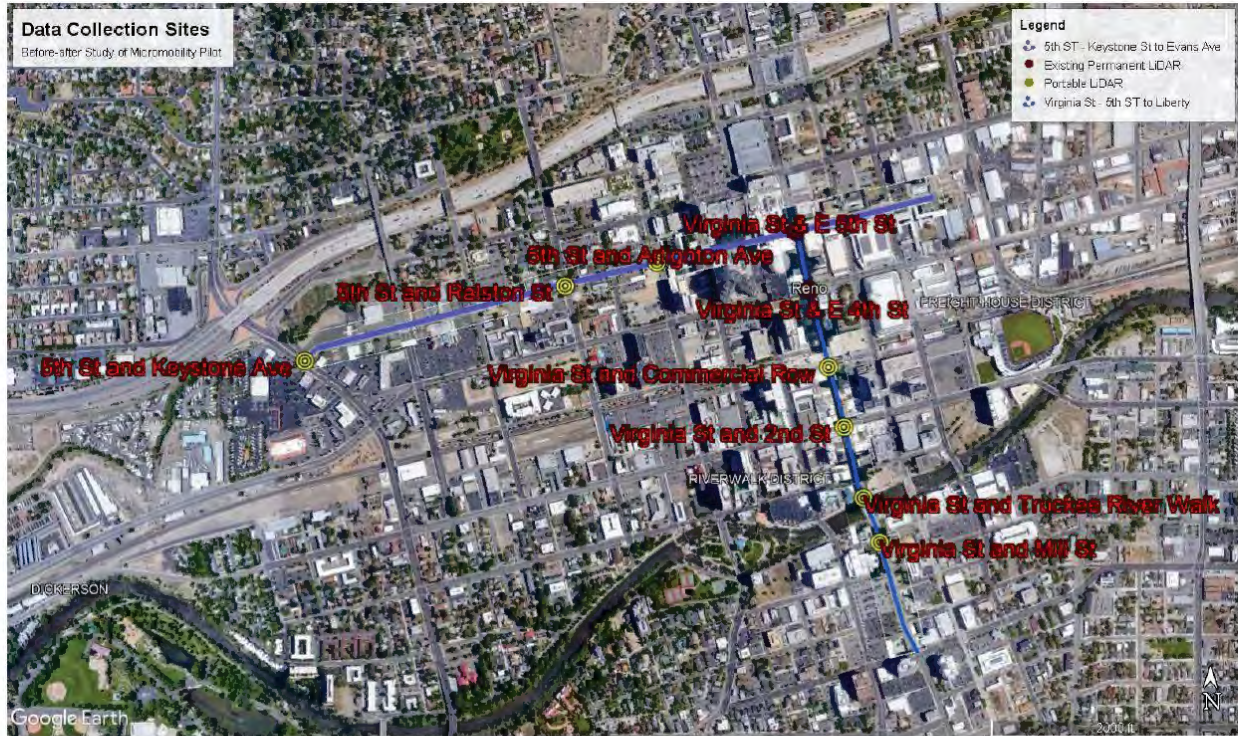


Figure 3-2 - Map of LiDAR data collection sites. Source: Trevor Whitley and Hao Xu, PhD

3.2 Online Survey

The City sought public input throughout the project with an online survey that was available on the City of Reno’s website. Also, signs with QR codes that linked to the survey were posted along the project route.

A total of 1,093 surveys were submitted between June and September 2022. Respondents were asked to rate and give their opinions of six features of the Micro-mobility Pilot Project on a five-point scale from ‘Loved it’ to ‘Hated it’. For the following figures, the response categories have been combined to create a three-point scale, consisting of ‘Negative’ (which includes responses of ‘Hated it’ and “Disliked it”), ‘Neutral’ (which includes responses of ‘Neutral’), and ‘Positive’ (which includes responses of ‘Liked it’ and ‘Loved it’).

Key survey results are discussed relative to each feature in the section below. Appendix A includes a full listing of the survey comments.

4.0 Pilot Project Findings

4.1 Overall

Observance of user behavior in the LiDAR study and public feedback provided through the online survey helped provide more information on whether infrastructure features reduced conflicts, increased micromode volumes, and provided increased micromode user comfort. Overall, the collected data indicates that the features were effective at all three, though variations were observed between features.

Throughout the project area, micromode volumes increased after the pilot infrastructure was put in place. Scooter volumes, shown in **Figure 4-1**, increased the most in the summer data

collection period (July). Bicycle volumes, shown in **Figure 4-2**, increased with each round, with the exception of at Keystone Avenue, where no significant changes were made. Volumes on Virginia Street were higher during weekend periods, while volumes on 5th Street were comparable between the weekdays and weekends.

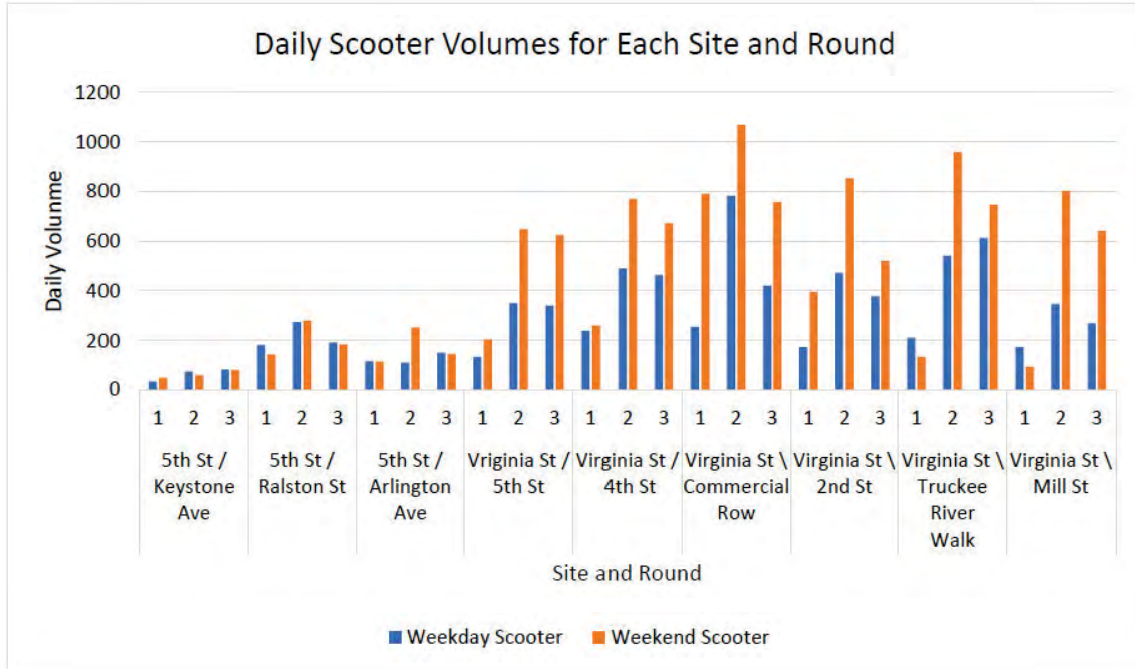


Figure 4-1- Daily scooter volumes for each data collection round. Source: Trevor Whitley and Hao Xu, PhD

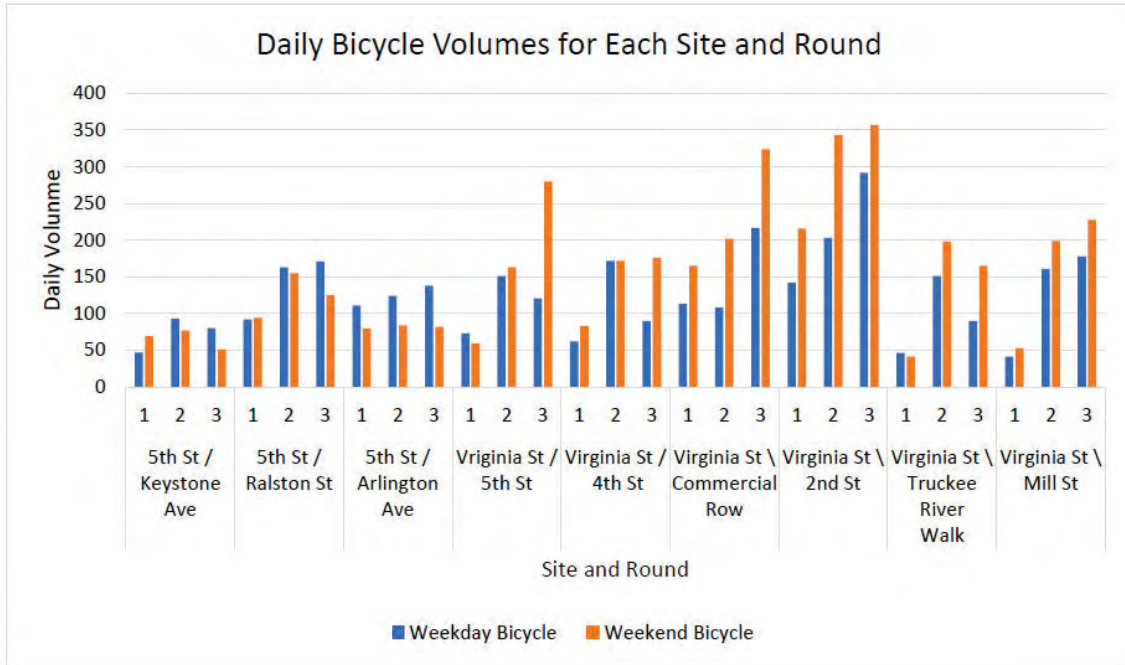


Figure 4-2- Daily bicycle volumes for each data collection round. Source: Trevor Whitley and Hao Xu, PhD

The LiDAR Study also assessed whether micromode users were riding in the roadway, on the sidewalk, or within micromobility lanes. During Round 1 data collection, prior to the Pilot Project infrastructure being implemented, micromode users primarily used the roadway, with some users on the sidewalk. Sidewalk riding was higher on Virginia Street, with 30-40 percent of users riding on the sidewalk. After the pilot infrastructure was implemented, 50-70 percent of riders utilized the micromobility lanes. The greatest reduction was seen in micromode users using the vehicle lanes. The number of scooters using the sidewalk on Virginia Street was also reduced by more than half. A summary of weekday scooter and bicycle use of the roadway, sidewalks, and micromode lanes are shown in **Figure 4-3**.

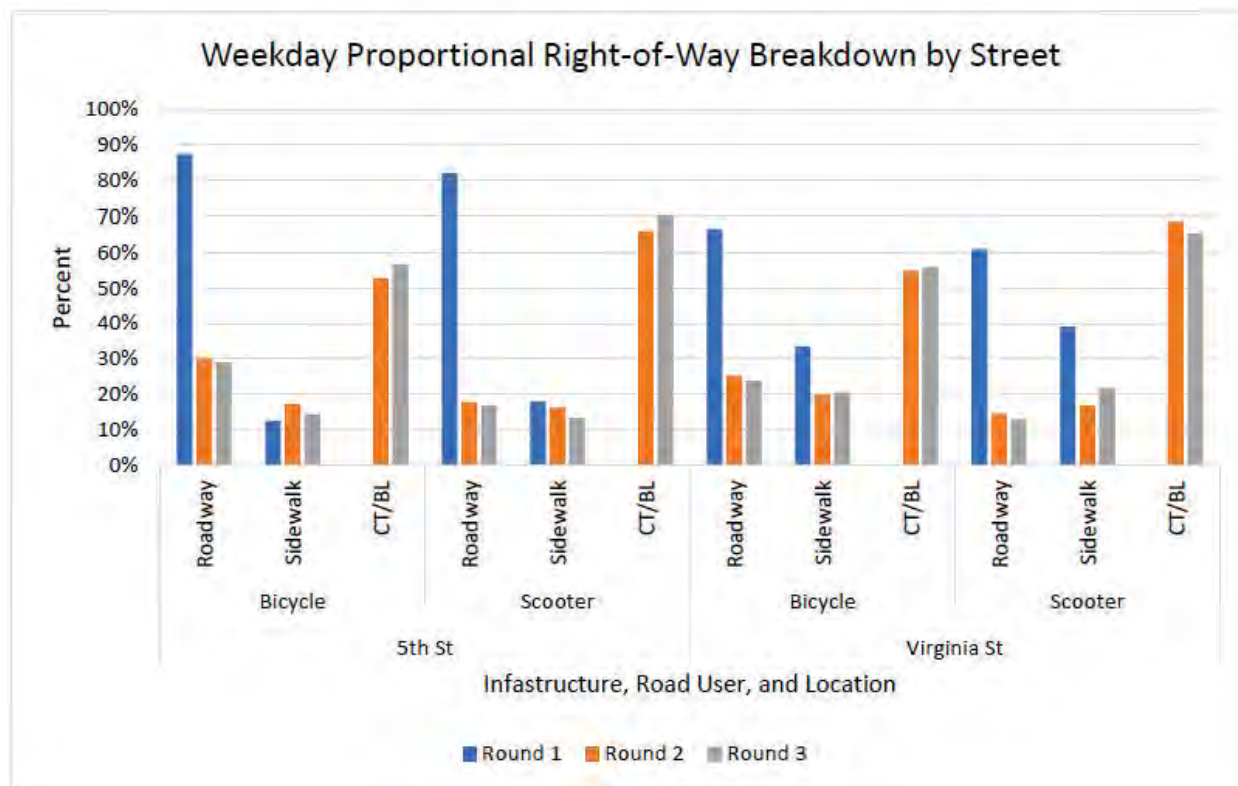


Figure 4-3- Weekday micromode users in the roadway, on the sidewalk, and in micromobility lane by data collection round. Source: Trevor Whitley and Hao Xu, PhD

The study also observed conflicts, or users passing the same point within two seconds of each other. This data is summarized in **Table 4-1**. Conflict rates per 100 road users were reduced at all sites with implementation of the Pilot infrastructure, with vehicle to vehicle conflicts seeing the largest reduction. However, micromobility to pedestrian conflicts increased, primarily on Virginia Street from 4th Street to 2nd Street.

Table 4-1- Observed conflict rates between modes. Source: Trevor Whitley and Hao Xu, PhD

Street Segment	Round	Vehicle-to-vehicle conflicts per 100 vehicles	Vehicle-to-pedestrian conflicts per 100 pedestrians	Vehicle-to-bicycle conflicts per 100 bicycles	Vehicle-to-scooter conflicts per 100 scooters	Conflicts per 100 road users
5th St - Keystone to Arlington	1	0.13	0.80	4.07	2.85	0.18
	2	0.11	0.74	2.87	1.54	0.15
	3	0.09	0.47	2.01	1.82	0.12
Virginia St - 5th to 2nd St	1	0.42	0.99	8.00	3.48	0.61
	2	0.04	0.79	3.43	1.36	0.32
	3	0.17	1.18	4.36	1.56	0.54
Virginia St - Truckee to Mill St	1	N/A	1.07	24.31	2.64	0.22
	2	N/A	0.27	0.71	0.57	0.09
	3	N/A	0.31	1.82	0.49	0.11
5th St - Keystone to Virginia	1	0.20	0.80	6.57	3.32	0.28
	2	0.10	0.65	2.77	1.47	0.17
	3	0.07	0.21	0.95	0.55	0.13
Virginia St - 5th to Mill St	1	0.31	1.00	10.69	3.22	0.51
	2	0.03	0.68	2.56	1.05	0.26
	3	0.12	1.02	3.69	1.15	0.42
Total	1	0.24	0.99	8.64	3.81	0.40
	2	0.07	0.69	2.64	1.14	0.22
	3	0.11	0.98	3.35	1.36	0.30

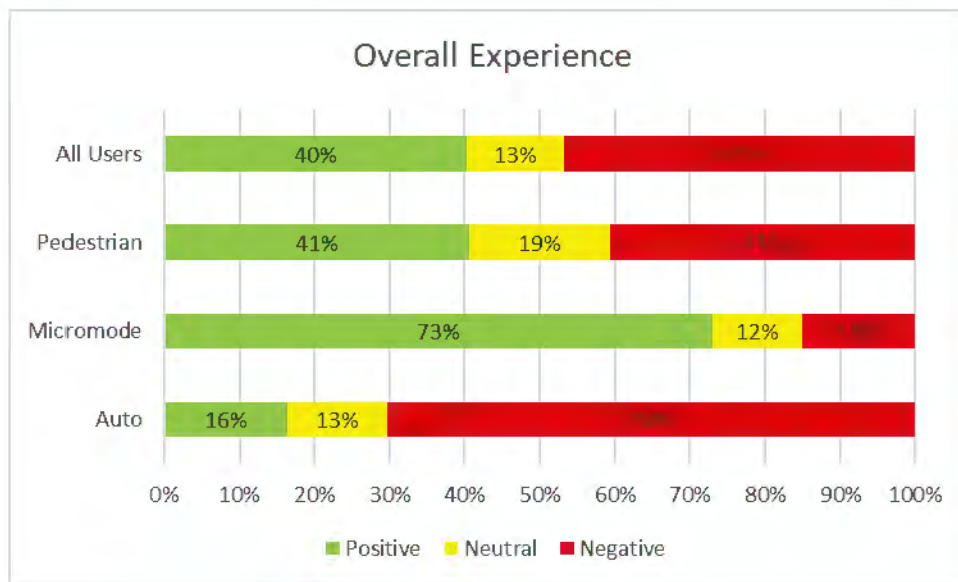


Figure 4-4 – Project Opinion: Overall Experience

Figure 4-4 summarizes respondents' levels of satisfaction regarding the pilot project as a whole. Overall, more than half of the respondents felt positive or neutral about the project. Among micromode users, 85 percent of respondents felt positive or neutral about the project. These respondents generally commented that the infrastructure provided increased feelings of safety and lower stress. Respondents requested expanding this type of infrastructure to other areas of town, specifically from Downtown to UNR. The inverse was true with automobile users, with 70 percent of respondents feeling negatively about the project overall. Auto respondents generally commented that they disliked Virginia becoming a one-way street, feelings of increased congestion, and concerns with micromode users following traffic laws. There were also many comments regarding issues with Downtown in general that were outside the scope of this project.

The survey also asked whether features like these would make you more likely to bike or walk versus using an automobile in Downtown Reno and/or the surrounding area. Of the 1,079 respondents to this question, nearly half (47 percent) responded yes. Many who responded no to this question mentioned that it was because they prefer to drive. However, some responded no because they either would bike regardless, or because they would like to see this infrastructure be extended to additional roadways before they would feel comfortable. Some responded that mobility issues made walking and biking difficult.

4.2 Segment Treatments

Segment treatments were evaluated for influence on micromobility volumes, where users chose to ride, and public perception of comfort.

Buffered lanes

The LiDAR study observed four locations within the limits of the buffered lanes:

- 5th & Ralston
- 5th & Arlington
- Virginia & Truckee River Walk
- Virginia & Mill St

Each location showed an increase in micromode users from Round 1 (before the Pilot infrastructure was put in place) to Rounds 2 and 3 (while the Pilot infrastructure was in place), as shown in **Table 4-2**.

Table 4-2- Micromode Volumes at Buffered Lane Data Collection Locations

Location	Round	Weekday Bikes and Scooters	Weekend Bikes and Scooters
5th & Ralston	1	272	237
	2	436	433
	3	362	307
5th & Arlington	1	224	192
	2	234	334
	3	286	226
Virginia & Truckee River Walk	1	255	173
	2	692	1156
	3	702	911
Virginia & Mill St	1	213	145
	2	506	1000
	3	446	868

Prior to the addition of buffered lanes, micromode users were split between riding on the roadway and riding on the sidewalk. After the buffered lanes were implemented, more users chose to ride in the micromobility lanes versus other space within the right of way. Use of space at Virginia Street & Mill Street is shown in **Figure 4-5**.

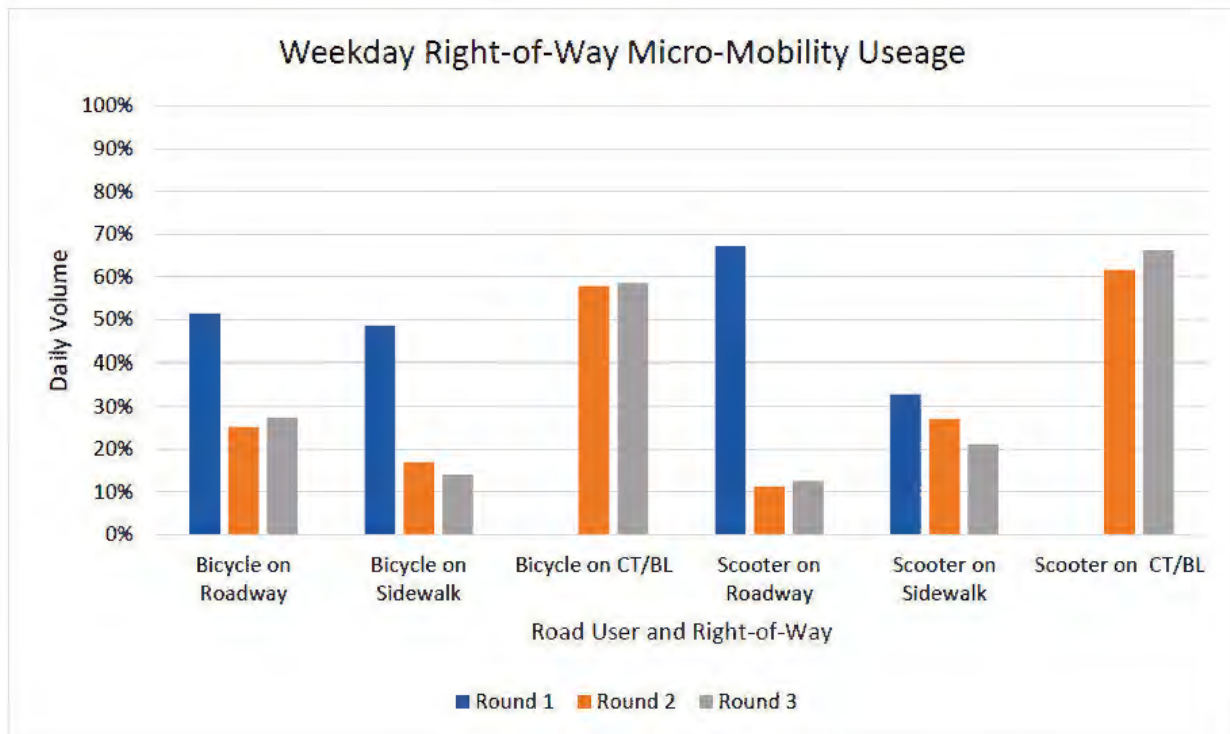


Figure 4-5 - Micromobility use of space at Virginia Street & Mill Street.

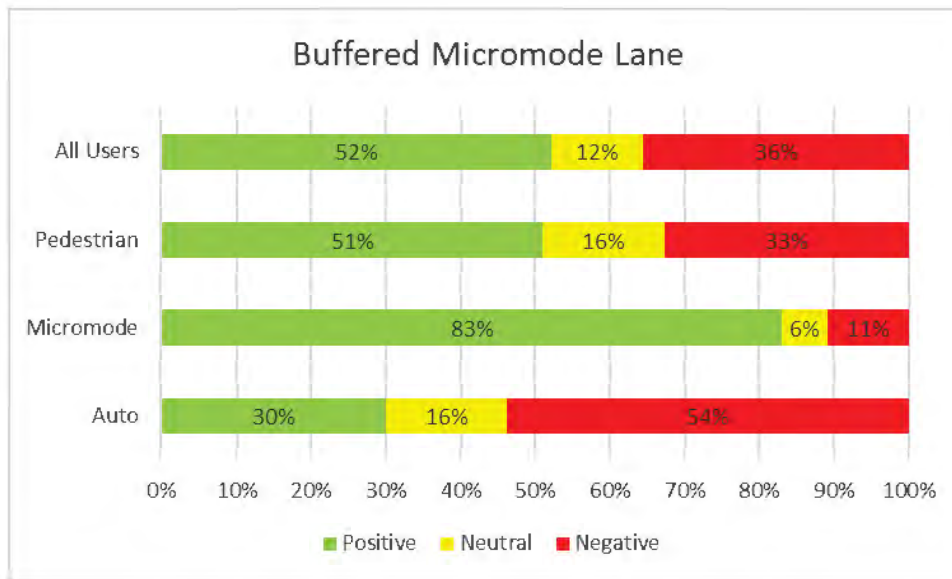


Figure 4-6 – Project Opinion: Buffered Micro-Mode Lane

Figure 4-6 summarizes respondents’ levels of satisfaction regarding the buffered micro-mode lane that was installed at various locations along Virginia Street and 5th Street. This feature received the most favorable feedback. Nearly two thirds of all respondents (64 percent) felt positive or neutral about this feature. This increased to nearly 90 percent for micromode users. Comments from micromode users included increased feelings of safety and lower stress from increased separation, and that these types of lanes feel the most similar to patterns that residents are used to. However, many respondents commented they would prefer the flexible delineators be replaced with more permanent infrastructure (e.g., concrete barrier). Just under half of auto users (46 percent) felt positive or neutral about this feature. Comments from auto users included that the lanes made it more difficult to turn onto the road from side streets. Other comments included that the delineators made the street feel tighter or too narrow which caused vehicles to need to go slower. While these comments were presented as a negative, decreasing vehicle speeds serves to increase safety for all road users. One respondent who works on 5th Street mentioned they observed reduced speeding which resulted in what they felt were fewer vehicles running the stop sign at Ralston.

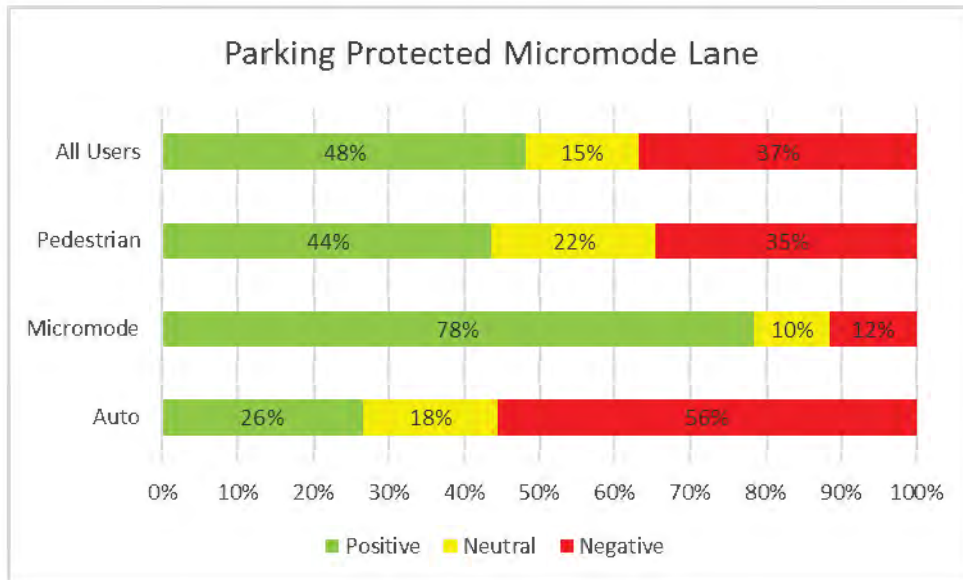


Figure 4-7 – Project Opinion: Parking Protected Micro-Mode Lane

Figure 4-7 summarizes respondents' levels of satisfaction regarding the parking protected micro-mode lane that was installed on portions of Virginia Street between Liberty Street and Mill Street and 5th Street. Survey results were similar to the buffered micromode lane with slightly less favorable responses. Over half (63 percent) of respondents were positive or neutral with this feature. This increased to 88 percent for micromode users. Micromode users commented again that these provided decreased stress and that parked cars served as a better barrier than the flexible delineators, but did comment that a wider buffer is preferable to provide a door protection zone. 44 percent of auto respondents felt positive or neutral about this feature. Again, comments from auto users included that the lanes made it more difficult to turn onto the road from side streets and moving the parked cars away from the curb reduced vehicle speeds. While this may be viewed as a negative by some, speed reduction results in increased safety for all road users. Respondents also voiced a need for increased education to alert all users on how to navigate the infrastructure.

Two-way Track

The LiDAR study observed four locations within the limits of the two-way track:

- Virginia & 5th
- Virginia & 4th
- Virginia & Commercial Row
- Virginia & 2nd

Each location showed an increase in micromode users from Round 1 (before the Pilot infrastructure was put in place) to Rounds 2 and 3 (while the Pilot infrastructure was in place), as shown in **Table 4-3**.

Table 4-3- Micromode Volumes at Two-way Track Data Collection Locations

Location	Round	Weekday Bikes and Scooters	Weekend Bikes and Scooters
Virginia & 5th	1	205	261
	2	500	811
	3	460	904
Virginia & 4th	1	300	342
	2	662	942
	3	552	847
Virginia & Commercial Row	1	367	953
	2	891	1270
	3	635	1082
Virginia & 2nd Street	1	314	611
	2	674	1196
	3	669	876

Prior to the addition of two-way track, micromode users were split between riding on the roadway and riding on the sidewalk. After the Pilot infrastructure was implemented, more users chose to ride in the micromobility lanes versus other space within the right of way. A higher percentage of scooters adopted use of the two-way track than bicyclists. Use of space at Virginia Street & 4th Street is shown in **Figure 4-8**.

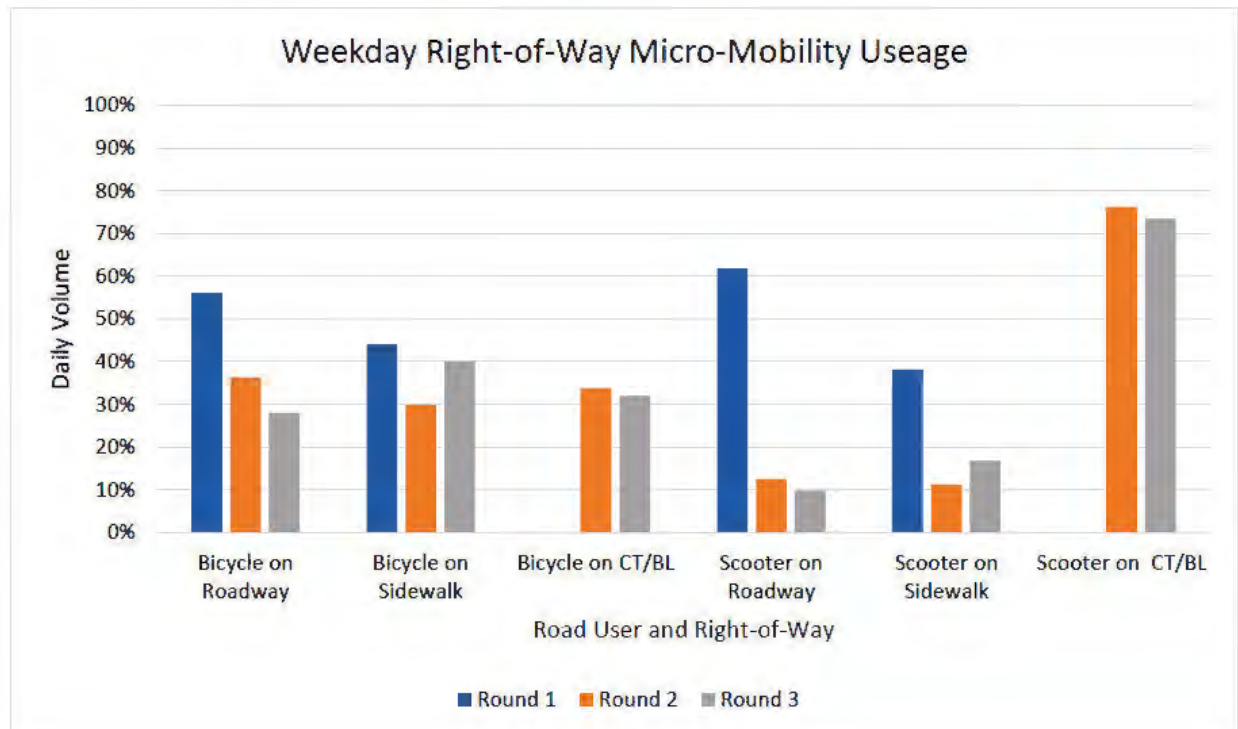


Figure 4-8 - Micromobility use of space at Virginia Street & Mill Street.

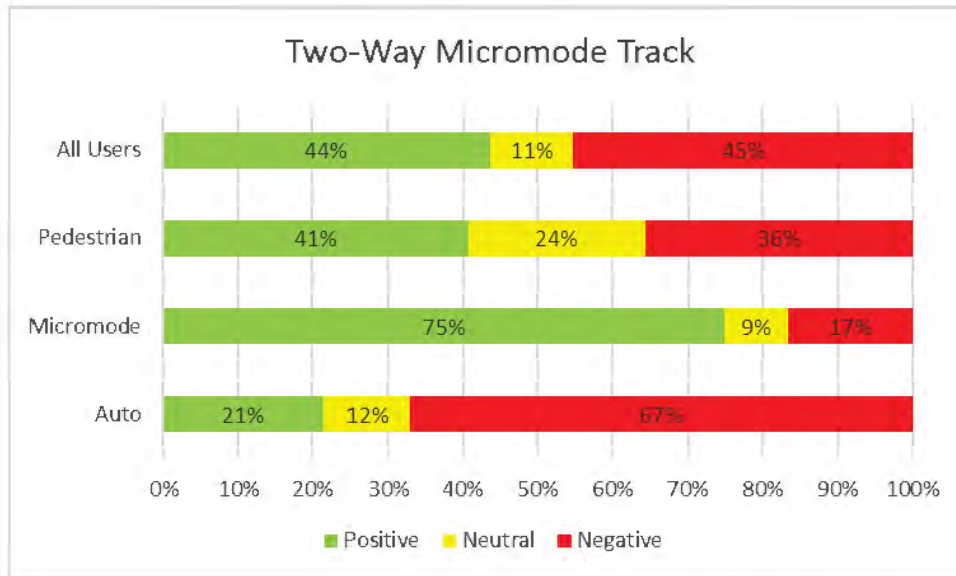


Figure 4-9– Project Opinion: Two-Way Micromode Track

Figure 4-9 summarizes respondents’ levels of satisfaction regarding the two-way micro-mode track on Virginia Street from 2nd Street to 5th Street. Overall, over half of the respondents (55 percent) felt positive or neutral about this feature. This increased to 84 percent for micromode users. Micromode users commented again that these provided increased feeling of safety and decreased stress. However, there was a split in micromode user comments between those who prefer a two-way track on one side of the road versus those who preferred having a protected lane on each side of the road that flowed with traffic. Two-thirds of auto respondents felt negatively about this feature. Comments from auto respondents focused largely on the change from two-way to one-way traffic on Virginia instead of on the feature itself. Additional comments included concerns of micromode users utilizing the infrastructure and complying with traffic laws.

4.3 Intersection Treatments

Intersection treatments were evaluated for conflict reduction and public perception of comfort.

Protected Intersections

The LiDAR study assessed conflicts between users at the study intersections, including the protected intersection at 5th Street and Arlington Avenue. The goal of protected intersection design is to reduce the need for micromode users to merge with traffic, therefore reducing exposure to conflict. The conflict rates for vehicles to all users at the protected intersection at 5th Street and Arlington Avenue are shown in **Table 4-4**. The most notable reductions were seen in vehicle to bicycle and vehicle to scooter conflicts.

Table 4-4- Vehicle conflict rates at Arlington Avenue & 5th Street. Source: Trevor Whitley and Hao Xu, PhD

Round	Vehicle-to-vehicle conflicts per 100 vehicles	Vehicle-to-pedestrian conflicts per 100 pedestrians	Vehicle-to-bicycle conflicts per 100 bicycles	Vehicle-to-scooter conflicts per 100 scooters	Conflicts per 100 road users
1	0.47	0.51	4.21	3.08	0.55
2	0.16	0.94	3.37	0.83	0.23
3	0.15	0.20	0.91	1.71	0.19

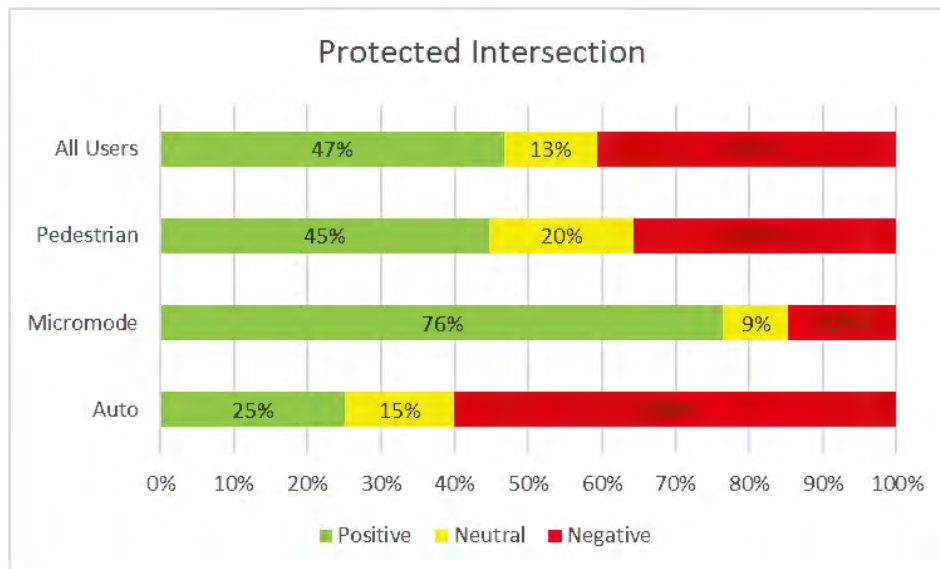


Figure 4-10 – Project Opinion: Protected Intersection

Figure 4-10 summarizes respondents' levels of satisfaction regarding the protected intersection at Arlington Avenue and 5th Street. Overall, 60 percent of respondents felt positive or neutral about this feature. This increased to 85 percent for micromode users. Comments from micromode users reflected increased feelings of safety due to increased visibility. However, there were concerns of automobiles not understanding how to utilize the infrastructure and driving through the areas meant for micromodes. Micromode respondents also commented that it would be preferred to have a more substantial buffer delineating the micromode area. The positive and neutral responses reduced to 40 percent for auto respondents. The main feedback from auto respondents included concerns with the decreased turning radius for right hand turns. Additional comments included concerns of micromode users utilizing the infrastructure and complying with traffic laws.

Bike Boxes

The LiDAR study assessed conflicts between users at the study intersections, including three locations where bike boxes were implemented. The study provided conflict point mapping at the study locations. The conflict point map for Virginia and 2nd Street is shown in **Figure 4-11** and the conflict rates for vehicles to all users is provided in **Table 4-5**. At all the bike box intersections, few conflicts were observed in the area where bike boxes were implemented. Again, the most notable reductions were seen in vehicle to bicycle and vehicle to scooter conflicts.

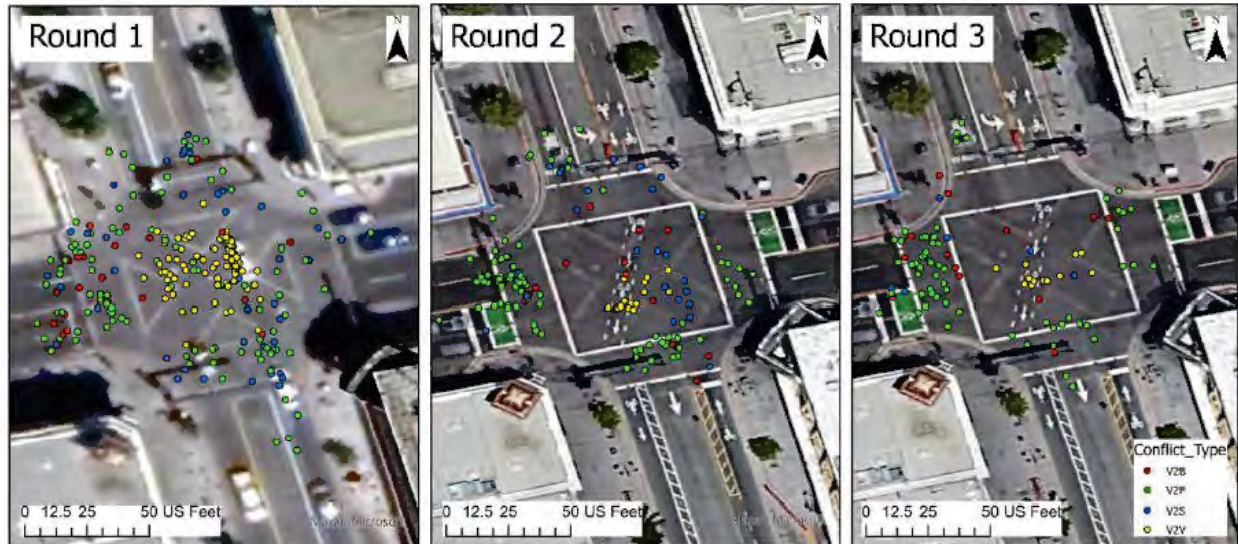


Figure 4-11- Conflict map at Virginia Street & 2nd Street. Source: Trevor Whitley and Hao Xu, PhD

Table 4-5- Vehicle conflict rates at Virginia Street & 2nd Street. Source: Trevor Whitley and Hao Xu, PhD

Round	Vehicle-to-vehicle conflicts per 100 vehicles	Vehicle-to-pedestrian conflicts per 100 pedestrians	Vehicle-to-bicycle conflicts per 100 bicycles	Vehicle-to-scooter conflicts per 100 scooters	Conflicts per 100 road users
1	0.25	1.33	3.63	5.11	0.53
2	0.04	0.91	1.83	1.59	0.37
3	0.04	0.71	1.69	0.45	0.28

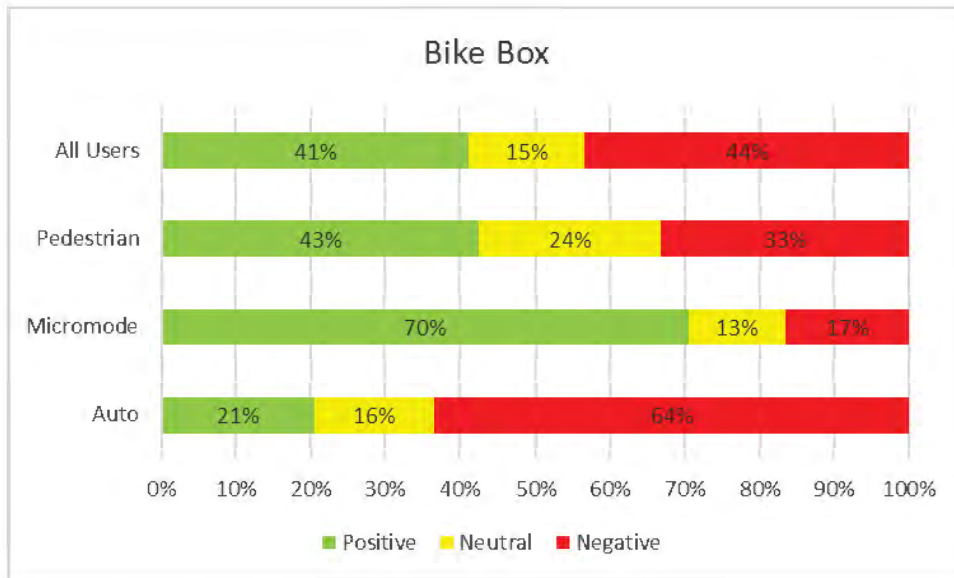


Figure 4-12 – Project Opinion: Bike Box

Figure 4-12 summarizes respondents' levels of satisfaction regarding the bike boxes that were installed at Virginia Street and 5th Street, 4th Street, and 2nd Street. Overall, 67 percent of respondents felt positive or neutral about this feature. This increased to 83 percent for micromode respondents. Comments from micromode respondents included liking the increased visibility of being ahead of automobiles since intersections in general and left turns in particular can be difficult. However, there were concerns with autos not stopping behind the bike box. Over half of auto respondents (64 percent) felt negatively about this feature. Comments included concerns about not being able to make free right turns if micromodes are in the bike box and that this configuration would slow traffic at the start of the green light. Several auto users did not understand the purpose for the bike box, commenting that bicycles should stay in their lane at the signal.

Bicycle Signal

The LiDAR study assessed signal compliance at the study intersections, including three locations where bicycle signal heads and dedicated phases were implemented. Micromode users compliance was observed to be mixed, as shown in **Figure 4-13**. The most common form of red-light running was micromode users crossing with the vehicle green in the same direction, more like a micromode user would at a typical signal without a bicycle phase. Lack of compliance in this area may be attributed to poor visibility or understanding of the bicycle signal phase, or a lack of desire to wait for the dedicated phase.

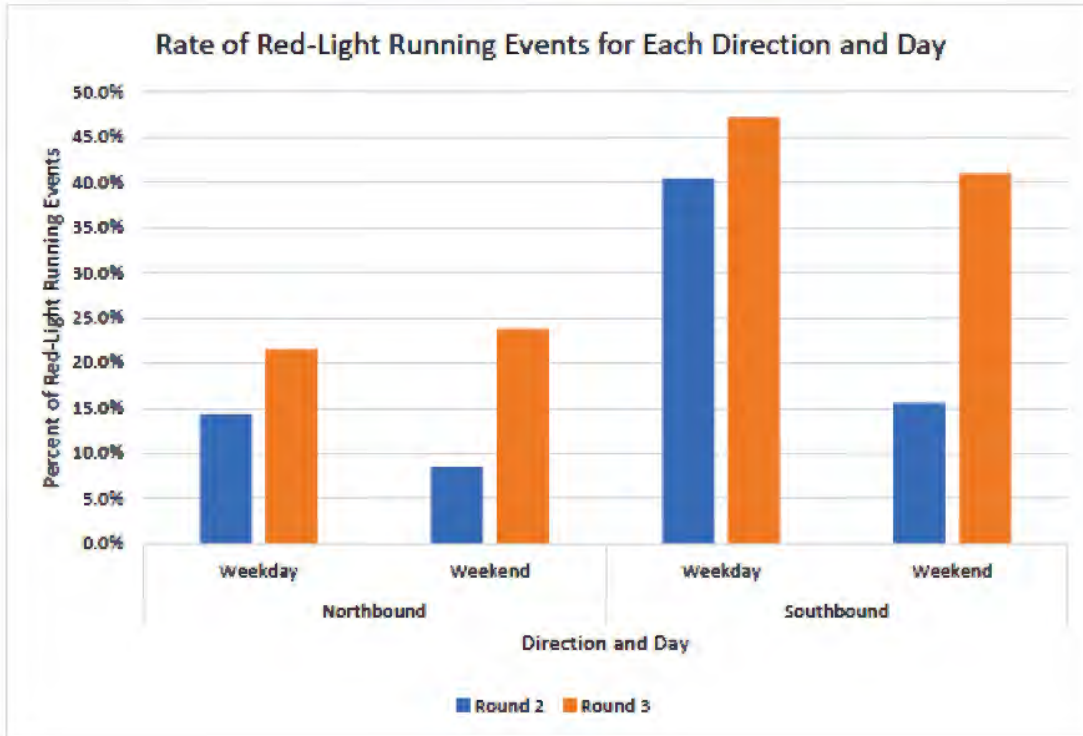


Figure 4-13- Signal compliance at Virginia Street & 4th Street. Source: Trevor Whitley and Hao Xu, PhD

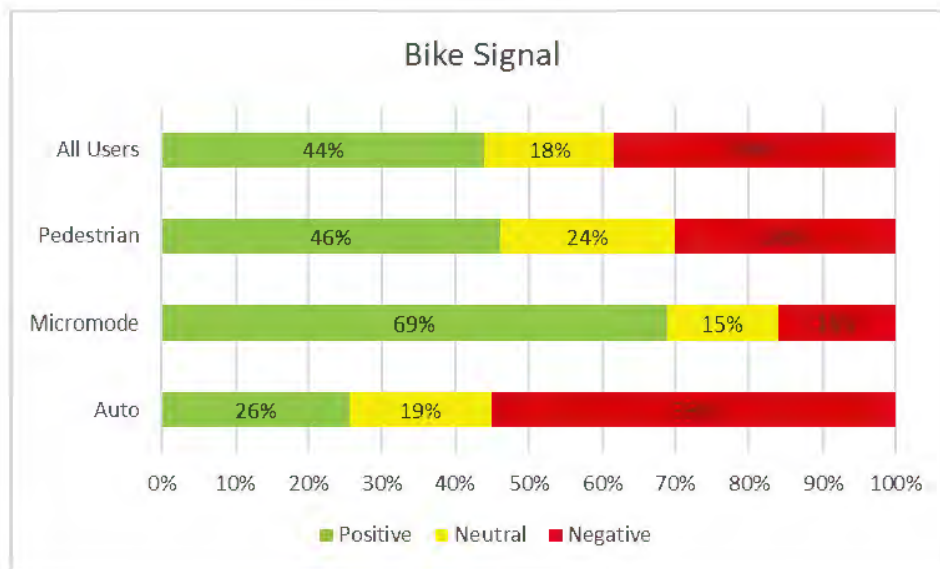


Figure 4-14 – Project Opinion: Bike Signal

Figure 4-14 summarizes respondents' levels of satisfaction regarding the bike signals that were installed at Virginia Street and 4th Street, Plaza Street, and 2nd Street. Overall, 62 percent of respondents felt positive or neutral about this feature. This increased to 84 percent for micromode users. Comments included a desire to increase visibility of these signals. Auto respondents included 45 percent who felt positive or neutral about the feature. Comments included confusion regarding these since they are not common to the area and may be confused for a left turn arrow. Additional concerns included the added intersection delay.

5.0 Conclusions

The pilot project introduced new infrastructure to the community and collected community response to that infrastructure. Adding these micromode specific features increased the volume of bicycles and scooters on 5th Street by approximately 40 percent and more than doubled them on Virginia Street. The vehicular traffic on 5th Street increased during the pilot project even with the reduction from two-lanes in each direction to one-lane in each direction. This indicates that there is excess vehicular capacity on 5th Street that can be effectively reallocated for micromodes. The reduction of vehicular traffic on Virginia Street was the result of removing north-bound traffic.

Prior to the pilot project, roughly 70 percent of bicycles and scooters rode in the roadway and 30 percent on the sidewalk. After the infrastructure was installed, over 50 percent of bicycles and approximately 70 percent of scooters used the micromode lanes. Installing these features reduced the conflict rate among all roadway users and vehicles, not just micromodes.

The City received over 1,000 survey responses with this project. Overall, more than half of respondents felt positive or neutral about the project. This increased to 85 percent among micromode users and decreased to 30 percent among automobile users. Comments from micromode users generally centered around increased feelings of safety and lower traffic stress from the increased separation. Comments from auto users generally included dislike of Virginia becoming a one-way, that the roadway felt tighter, and concerns about micromode users following traffic laws. Overall, buffered micromode lanes had the highest satisfaction rate with roughly 90 percent of micromode users feeling positive or neutral about them and almost half of auto users feeling positive or neutral. Users felt similarly about the parking protected lanes although slightly less positive. The protected intersection rated higher than bike boxes.

The project findings mirror other North American studies which suggest increased levels of separation between motor vehicle traffic and micromode users can increase user volume, decrease the risk of conflict, and improve level of satisfaction and comfort of micromode users. The project was successful in introducing new infrastructure features to the community, but challenges remain with integrating the tools in the existing road context and continuing to educate the community on their use and benefit.

Appendix A: Survey Comments

Appendix A - Survey Results

ID	Do you have specific comments on protected intersections?
1	Remove it. No good!
2	There was plenty of space even for a large group to queue to complete a 2-stage turn from 5th west to Arlington south. This would probably work great for busier roads especially for those not comfortable crossing multiple lanes to get to the left-turn lane.
3	Put some physical barriers. Cars tend to drive over the "protected" right turn.
4	I recognize some of the features are temporary like the raised dome markers, but the intersection does not feel as secure as it could be. Additional curbing or raised track elements may help mitigate this feeling.
5	5th and Evans and 5th and Nevada street need four-way stops. Traffic speeds are too high.
6	As a bicyclist, what is the proper way to make a left turn? I'd like to use it correctly but was unsure if I should go to the far corner and follow the green or not. Great otherwise! I felt very safe and comfortable. I could even see riding with the rest of my family if we had more of these!
7	I felt like vehicles drivers didn't know how to handle these and there was hostility toward me as a bicyclist using them.
8	Emergency access was not considered
9	Hard to see when pulling out in a car.
10	I appreciate the care for bicycle safety through downtown especially w the high price of fuel and so many more folks parking their cars for other modes of transportation.
11	Tourists can't take pictures of the arch without the cones and guardrails showing looks tacky also the the intersection at 1st where it acts as a 4 way stop I have seen a few nest wrecks because it's not an even intersection cars are piggybacking through pedestrians don't know when to cross and have almost been hit. They stand and wait and when they decide to cross the cars are going through it freaky is an eye sore to Reno.
12	Why wasn't this put out for public input. Major inconvenience
13	These were put in place without alot of education and how they work or that they were coming. There needs to be serious education using all forms of communication.
14	I have not gone through one of the protected intersections yet. But I wanted to say that the added bike lanes to Virginia street made my commute to work SO MUCH better. I take Virginia for part of the way and Center on the way home. I am always so scared on both of these streets. But the added lanes and dividers are amazing on Virginia!! Thank youuuuu!!!!
15	This is awful. I almost got hit by another car while I was driving my car since the turn lanes are awkward. This is a terrible idea.
16	Honestly this is the worse idea as it's confusing and no one pays attention
17	The layout is correct, but I did notice vehicles would turn too sharply and intrude on the space meant for bikes. I hope the plastic caps are not a part of the final design, and there will be a physical barrier to prevent cars from clipping into the bike zone.
18	Thank you for this project. I live near downtown and try to not use my car. I think the biggest thing we need to work on is drivers understanding that we're not out to disrupt them. How to learn to live together. Especially downtown where there no real need to go really fast. I met with one you last night at bike night. I would love to be an advocate for this since I ride to work in midtown as much as possible. Thank your Diane Simon. 1151 Valley rd. 775-527-7887

Appendix A - Survey Results

ID	Do you have specific comments on protected intersections?
19	I think they were confusing for some users.
20	The green paint was put on almost immediately after re-surfacing the street. That has led the black street paving to discolor the green paint rather quickly. Please consider doing a one-time power wash on all the green paint in the bike boxes to make them more visible to drivers and cyclists.
21	The bus stop is at that corner. When a bus is picking up passengers, it forces cyclists to wait with no way around. Also drivers of cars turning right do not see cyclists and have turned in front of me multiple times. As an avid commuter I found this intersection confusing as to where to stop as well.
22	Waste of Money.
23	Nice to get out into the intersection to allow cars to see you. The bubbles to direct traffic to make a wider turn aren't working. I have seen cars cut through them into the bike area.
24	The large bumps in the middle of the intersection need to go. A bicycle or motorcycle comes into contact with them and the rider WILL be injured. I will offer my services as an expert witness against the city on this as nationally certified motorcycle safety instructor. Any litigant WILL win.
25	It did hold up cars at the light when having to make a turn... only I was able to get through during the light which left a whole line of cars stuck at the next light.
26	This is perfect implementation. Would love to see future implementations at Arlington/California, HunterLake/Plumb, Sharon/Plumb, Arlington/4th.
27	Did the City do any research? Virginia St should have stayed a two way street.
28	The protected intersection, if these become permanent. There should be more installed throughout downtown areas. Including permanent bollards to keep vehicles from running over them every week. Sometimes it looks more deliberate by some vehicles.
29	No one uses it and causes more traffic then before
30	a bicyclist turned in front of me causing me to brake sharply. They did not even slow down as they approached - in fact they acted like they own the roadway and auto need to give them 100% of the road and right of way. They were NOT at the intersection when I started to turn.
31	It's a zoo there with all the poles standing up in various configurations which resulted if much confusion in our drive on Saturday (7-9-22) afternoon around 4 pm when we drove Virginia st. starting at 4th St. all the way down to Liberty. What a mess; NO bicycles or scooters were seen travelling the area and the only scooters we did see were in a pile on the sidewalks with almost no pedestrians that entire length; the casinos looked like they were boarded up; we thought we were in a ghost town!
32	Nobody uses bikes in reno. Theres like 10 people that use the closed section of Virginia St. complete waste of my tax dollars.
33	I just don't think people understand how it works, especially car drivers
34	We, the drivers of cars, are loosing the ability to navigate through all the minutia you are putting out there. It is an obstacle course for cars and a real safety hazard for bikers, scooter riders, joggers, walkers, strollers and any other non auto locomotion you cram in these hazardous areas. The number of cars has increased substantially and you are taking away all of our surface streets through town. Plumb, Plumas, California, Mayberry, 4th, 5th, North Virginia, Virginia. Autos payTaxes!

Appendix A - Survey Results

ID	Do you have specific comments on protected intersections?
35	It is confusing and dangerous
36	It's so much safer and makes me travel more
37	No
38	I honestly had no idea what it was. I think there needs to be more education on what these are and how to properly use them because I have definitely not seen many vehicles yielding to bicyclists
39	There needs to be better barriers to separate cars and mobility devices and pedestrians basically anything with gears and motors that can move at 10-20 or more on its own needs to run fully Separately from foot and push scooter areas.
40	Parking lanes between me and traffic obscure line of site
41	I've almost ran over so many scooters that don't follow traffic laws it's stupid. They don't wear helmets and haul [redacted] in front of cars.
42	Cars need signage explaining how bikes have right-of-way.
43	Automobiles cut the corners anyway...what is the point.
44	This is very unnecessary. Quite distracting
45	I think they do a good job keeping bicyclists, motorists, and pedestrians safer.
46	Cameras need to be installed at the protected intersections for accountability on everyone's part, camera's don't blink
47	Need to educate the car drivers more on what these are
48	So much safer. This project (at least anecdotally in my experience working in the ER at St Mary's) had cut down significantly on the number of bike and scooter accidents I've been seeing recently. Keep up the great work and saving lives!
49	More education to the public prior to implementation would have been beneficial.
50	Very fun experience
51	I don't like it when cars are traveling straight but don't have the lanes lined up (have to veer left or right to stay in the flow of traffic)
52	I love the improved streets.
53	Safer and convenient
54	Great
55	They're great
56	Please implement in more areas. I feel safer walking in these areas compared to unprotected areas. I live downtown and I have been in close accidents (almost being hit by a turning car).
57	paint on the road is not protection and there was no comprehensive education program to tell drivers to yield or how these are supposed to work
58	We all share the road and this is not sharing the road...
59	Lived here almost 20 years and is one of the most foolish and dangerous ideas yet!
60	Confusing. The cost of redoing all the streets will not be made up by the "revenue" of the scooters. Not what I want me taxes to go to
61	A bicycle traffic light would be awesome!
62	At Arlington, automobiles can fit into the "protected" intersection, rendering it useless. It needs actual curbs, at the same 5-foot width as the lane. Not paint and bumps. Plus, one of these is needed on every intersection along W. 5th Street or it's not a finished network. (West St, Nevada St, Washington St., Vine Street. Why? Because there is no safe way to merge out of these lanes to make a left turn at any of the above-mentioned intersections.

Appendix A - Survey Results

ID	Do you have specific comments on protected intersections?
63	I think this is an excellent way to keep bike and scooter users safe from traffic.
64	It doesn't work here. People are riding the scooters in the middle of 6th St all the time and I've seen 3 cars with CA plates "lost" going the wrong way on Virginia. Way to welcome visitors back.
65	This "micromobility" is not ADA compliant and it is not saving energy. They are dangerous, they speed down sidewalks or they block sidewalks
66	This is not fair to local business, local tourism, locals period. The setup is poor, the idea is great, but it's implementation is not. Taking away large sections of main streets in this manner does not improve the downtown area, it takes away from it. Downtown Reno, in particular, Virginia Street, should remain a two-way stroad, not a one way. The implementations are more negative than positive. This can be done more correctly and entirely caters to select businesses while downgrading others.
67	It negatively impacts access to St Mary's. In case of an emergency this could cost someone their life.
68	It creates blind spots on right turns. Been almost hit. Need signals for cycles as well.
69	Nobody rides their bicycle downtown on Virginia St.. Nobody rides their bicycle down Virginia St. to go to the Eldorado for gambling, dinner, or a show.. Do you see any bicycle helmets at Ruths Chris steakhouse?
70	Please, please keep these!!'
71	Makes driving harder and scooters don't use them they ride down the middle of the street
72	It's great that the bike lanes get swept regularly.
73	This is going to save so many lives. I highly encourage this feature going forward.
74	Worst idea ever! Waste of money! I have to go out of my way to go somewhere downtown. No one on these scooters or bikes very rarely follow the rules of this so called project. Hell they don't even follow the rules that they are supposed to. There zero enforce or follow through. Why! Why! Did you have to ruin your beautiful downtown and waste all that money?
75	Without this sort of protection, there's almost no way for a family to ride bikes through these intersections. Even when no bikes are present, these remind drivers to be aware of riders.
76	This project is a joke. People are riding the e scooters in the road with vehicles and it's a mess
77	I absolutely LOVE it! As an avid bicyclist, it is much appreciated!! Vehicles like RTC Buses, Waste Management Trucks and normal cars and trucks come WAY TOO CLOSE to us bicyclists! This provides a safe security to ride in now! Thanks City of Reno!! Can we please finish the Rest of Reno!!?
78	If car drivers can be trained this is a great feature
79	Made a mess of the streets for drivers.
80	I was almost involved in a head on accident by someone who didn't pay attention to street signs
81	Yes these dedicated bike areas are a nightmare. I have seen bicyclists that want to turn left at this particular intersection just zip out in front of anybody who happens to be there without looking or anything else and just cutting across the intersection.
82	We need more of them.

Appendix A - Survey Results

ID	Do you have specific comments on protected intersections?
83	It's confusing and looks like you can cut the corner in a car. The parking on the side of 5th seems right in the way of traveling. I don't see how it helps but if it does protect people I guess it's ok?? But VERY confusing fir most so I feel it's more of a danger.
84	All intersections should be like this or better
85	really nice way to make safer for bikes and no inconvenience for me in a car. Win-win.
86	The traffic button placements at 5th and Arlington force vehicles that are turning to either drive over the buttons or turn into the on-coming left turn lane in order to negotiate the turn. I heard this complaint from someone who drove a midsize car and I was driving a passenger truck (GMC Sierra) when I experienced this conflict..
87	bike riders already have the belief they do not have to adhere to the rules of the road, this just enforces their refusal to be traffic law-abiding. giving a dedicated lane no matter how much paint you put on the road does not help motorists. but all the extra paint on the road does make it more slippery for the bicycles.
88	The cyclists don't follow the rules! Nor do the scooterists.
89	Not at this time.
90	Are you insane?
91	The green zones on the turns need to be barricaded better as cars drive over them
92	scooter people do not watch lights and do not stop, saw many near misses
93	Protected intersections are great for bicycles. Scooters should be in auto lanes. Motorized traffic like scooters that can accelerate more quickly than a casual cyclist don't belong in the bike paths. I think the potential for conflicts between different types of non-auto transport is too high to mix them together.
94	These projects are not at all accomplishing the goals you think they are.
95	It really makes it hard if not unsafe to drive.
96	No
97	So much better for biking. It will take time and effort to educate drivers turning right that they are not supposed to drive in bike lane
98	Too constricting for the larger population of vehicles that need the space!
99	Confusing
100	As a cyclist, I liked these intersections. However, since I am between the curb and parked cars, I had to be very careful when approaching intersections and driveways to ensure a car would not turn in front of met. Overall, I liked being between the parked cars and curb since I was more distant from traffic. But, I had to be very aware of cars turning at intersections and driveways since cars were not always aware I as in the bike lane (cars blocked thier view).
101	No
102	Close Virginia Street to all vehicles, including scooters, bikes, e-scooters and e-bikes, skateboard etc. Virginia open to foot traffic only. Make Sierra St. & Center St. The One Way (north & south) corridors to and from UNR campus and downtown/midtown. Then merge the bike/scooter (microcode) traffic with those two ONE WAY CORRIDORS. This will make downtown safer for pedestrians and terrific to and from UNR safer for all.
103	This feels so much safer. Please keep it when the bridge is replaced.
104	I think Bike lanes help people be more active, while I'm not against them, please don't hinder automobile traffic downtown as I think businesses will suffer.

Appendix A - Survey Results

ID	Do you have specific comments on protected intersections?
105	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.
106	Vehicles can see bikes and scooters coming and do NOT necessarily stop or yield the right of way. I appreciate the dedicated path, but vehicle drivers need signage to remind them that bikes have the right of way.
107	It works well - people in cars could use more education about the intersections
108	Confusing, abused by scooters and bikes, cause congestion.
109	Confusing!!! And, really, are bikes more important to cars on street sharing?
110	There has to be a balance between promoting bicycle use and accommodating vehicular traffic. The changes dont get that balance correct and over optimize for bikes creating issues for vehicles. I support the intent but the implementation needs more balance.
111	As a cyclist, these improvements have made this intersection much more navigable and safer for me, especially during peak travel times. I have noticed that some cars turning right are confused by the changes and end up squeezing through the bike lane to make their right turn, so maybe more signage for cars is needed.
112	I commute on bike between Midtown and UNR. In the morning on my ride north on Arlington I feel that the protected intersection is helpful but requires paying close attention to motorists. On my commute home (traveling south) when the light is green the protected intersection is compromised as you have to move to the right and then back to the left and if a motorist is making a turn to the west, they could be distracted or miss seeing a bicyclist in the bike lane. More to say...
113	You can see the issues in the photos. Because these roads were not designed for bike lanes from the start, you've got usually drunk riders on scooters swerving in and out of moving traffic to get to these "safe" zones. If there were dedicated lanes all the way down, maybe this would work, but when someone hammered on 10 beers is still in the middle of the road because ultimately that's the purpose of these things, it's a non-functional and extremely dangerous situation.
114	People not using the lanes we have provided. Most scooters and bicycles on other streets traveling wrong direction or in sidewalk.
115	I have seen this design in LA as well. It doesnt work (I am a bicyclist first, BTW). Unfamiliar designs to drivers is more dangerous than the bike lane in between marked and moving cars. Parking is best next to the sidewalk with a bike lane abutting it.
116	Confusing and makes for very tight and sometimes unsafe turns in a car.
117	The signage put up by the City is awful on Virginia. Folks in hte bikeway think that Virginia is for bikes only. I've been yelled at. I've had bikes zig-zagging across driving lanes thinking it is for bikes only. Pedestrians walking up he street are even more entertaining! Enforcement?
118	such a very poor communication about this in advance. Incredibly Ugly. And dangerous feeling ESP on Arlington. Why not put this stuff on alternate routes. decent idea. HORRIBLE execution. Unless you intend to close all of Virginia and Arlington from, say Liberty to I 80 as in Denver's LODO or their Union Station area and other much better designs that are thorough and not awful overnight surprises for native Reno-ites. A complete and well executed plan, eg total revisioning of that zone.

Appendix A - Survey Results

ID	Do you have specific comments on protected intersections?
119	A lot of people cut the corner on 5th and Arlington (or run over it). I think more education on how these work is needed.
120	Finally a best practice for non-automobile traffic! Protected bikeways should be standard and implemented consistently across the city!
121	This creates sharp turns and will be hard to navigate in the snow and ice that we get all the time!
122	This has impacted the turning of the buses on the transit system negatively and has slowed the transit speed.
123	The cars on the road didn't know what to do. Seems to introduce more risk than it's mitigating. A woman in an electric wheelchair almost got run over on one occasion I was there.
124	This is a GIANT waste of money based upon the friendships of the members of the city council and their friends. Bike lanes in Reno are hardly used from what I have seen. While it is good to have bike lanes the old fashion single lane with a white line are sufficient.
125	Good idea, as long as it does not decrease traffic flow. This should be considered for areas with high pedestrian/traffic collisions.
126	I agree with giving bicycles an opportunity to not merge with car traffic at intersections.
127	From a vehicle some turns (5th to Arlington, e.g.) are difficult to stay in your lane. Bike and scooter traffic is pretty light at least when we are driving. However, bicyclists seems to believe they have the right-of-way regardless of the traffic signals or stop signs and plow through intersections so behavior is really the problem. Some drivers run stop signs and signals, too.
128	While driving south under the RENO arch, I was showing my friend from out of town the new micromobility project. No pedestrians or bikes or scooters were using the dedicated lane, but they were using the only automobile lane - darting out in front of me on scooters and skateboards. THE PROJECT IS A FAIL! You don't even see tourists out and about anymore. Just homeless and young daredevils.
129	Have not used them but like the concept.
130	The placement of these biking/scooter barriers along 5th street impeded automobile traffic, especially on the corners of intersections. The barriers are palced too far out on the corners, causing vehicles in the right hand turn lanes to veer into the omcoming traffic, due to the wider turn path.
131	Keep bikes and autos separate.
132	Ugly, an eyesore, confusing traffic patterns, only an idiot would think that having TWO one way streets going in the same direction (Virginia/Sierra) next to each other is a good idea. making Virginia street a one way is UGLY, damages the impression visitors get and confuses them. Parking is a pain in the [REDACTED] and makes going downtown a royal pain. Who ever came up with the Virginia street idea should be taken out and publicly dressed down and lose their job! How stupid!
133	Bikes and electric scooters are now going full speed and threatening pedestrians. Lots of drunk people on scooters.
134	Thank you for these new safer roadways for non-automobiles. It slows down cars and adds safety overall.

Appendix A - Survey Results

ID	Do you have specific comments on protected intersections?
135	I don't mind the dedicated path, but I disagree with the right of way. Mostly because it is sometimes hard to see the people on the bikes. They should use more caution at the intersections.
136	The on scooters and bicycles have on many occasions, ignored the traffic lights at intersections.
137	haven't had to experience it
138	More driver education and/or signage about the bikes having the right of way.
139	Some bicycle riders don't realize how difficult it is for car drivers to see them. I appreciate anything that helps to protect pedestrians, scooter and bike riders.
140	my concern is that there might be confusion at the crossing for pedestrians, especially those with sensory Disabilities, not hearing the bikes, crossing at the same time a bike is turning right.
141	Needs clearly marked green striped bike crossing next to the white pedestrian crossing lines. Maybe size does not permit but more substantial corner islands would improve intersection.
142	I am often cycling there running errands and going to school with my two children and having these protected intersections are a savior!
143	My son has been hurt on a bird scooter. They are extremely dangerous! People do not know how to ride them and they do not require helmets. Ask the ER's in Reno!
144	Speed bump curbs get in the way for cars turning right. Otherwise I love it.
145	Love this whole project
146	it has added to traffic as people slow to a crawl because they see the lanes and don't know what to do. Also, scooters are still being ridden on sidewalks, which is dangerous for pedestrians.
147	This is really an unsafe plan and design, get it back to the way it was. This makes no sense. The people riding bike scooters do not obey the rules of the road, get rid of this plan, please for safety reasons.
148	Great idea! Can we have more like it?
149	haven't gone that far east.
150	The problem are the bicyclists. Many do not obey traffic laws. Many ride on the wrong side of the street and / or don't obey lights or ride on the sidewalk. Motorists still must anticipate or guess what cyclist will do, since they ride in unpredictable fashion.
151	It's confusing and doesn't look finished.
152	Remaining lane for auto traffic felt too narrow. In an auto, turning right at an intersection meant a wider swing out to avoid the bollards.
153	This is very confusing. I realize this is to cut down on bicycle accidents but it is not the answer. I'm surprised more cars have not been sideswiped. Just today I was on 5th by Hopes and a semi from a food company turned left onto 5th street and barely made it. Good experienced driver of the big rig. There has to be a better solution.
154	Bikes should follow the law and current DMV regulations. They are usually the cause of most accidents as they don't follow the law.
155	The plastic barriers do nothing to help safety and look stupid. I have never seen these in another city and I travel a lot.
156	The hard barriers make me feel much more relaxed when interacting with traffic.

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ID	Do you have specific comments on protected intersections?
157	Theoretically a good idea, as executed here, ineffective. I watched several cars drive right over the little white balls intended to protect the bike lane from drivers making right turns. A permanent barrier would need to be large enough to be visible to drivers in very high profile vehicles to see, and strong enough to provide legitimate protection for cyclists.
158	Somehow you have managed to make this intersection even more dangerous as autos have to dodge around the silly road bumps. I work in this area so am there frequently and see 1 bike to every 100+ autos at this intersection. Just doesn't make sense and it's become even scarier on 5th street to try to cross the streets or park as it's congested and chaotic. Overall...do not like it.
159	I'd like more of this please.
160	They are fantastic. I feel safe riding my electric bike around.
161	The northbound lane drop on Virginia is horrible. The spaced parking spots on 5th seems dangerous when I have to cross a uncontrolled bike lane. Cyclist don't seem to follow the rules of the road, ie yielding to pedestrians. I need to play frogger just to pay the parking meter.
162	Too hard to maneuver in that area as it is
163	Great concept. However, it will fail, unless there's a major public education campaign. There needs to be a public education campaign in general about bike safety, both for motorists and bicyclist. The town keeps adding more and more ways for bicyclist to get around town safely, and that's fantastic. But it will never be successful, and they will continue to be fatalities, until there's a public education campaign. It is irresponsible to continue to do these projects, and not educate the public.
164	We need better bike lanes. Also docking stations for the ██████ Byrd scooters blocking sidewalks and roads. Give Reno bike lanes and Byrd docking stations!
165	This is a complete bunch of ██████ allows the bicycles and scooters to basically split traffic lanes, yet the state law says that's illegal for motorcycles. And then the bicycles or scooters get out in front of the cars and take up in the entire lane, not just the bike lane holding up traffic.
166	this whole project was rushed. it feels rushed. the byrd scooters make it 10x worse. its all extremely dangerously built. i work downtown and have for 7 years. you ruined it. you ruined the whole area for a small handful of cycles and
167	"right of way over turning vehicles" puts way too much confidence on incompetent drivers following traffic rules.
168	It's easy to navigate, and makes me feel more comfortable knowing the bikers have more space, and I don't have to go into the other lane to give them more space.
169	Docking stations for scooters and move the scooter/bike lanes back to next to the car lanes and car parking back to next to the curb WHERE IT BELONGS. Bike lanes next to the curb gets in the way of pedestrians, getting in and out of cars, and ability for car pickup/drop off out front of buildings.
170	I've seen cars cut the corner between the street and curb.
171	We have no through streets for cars anymore. No one rides a bike or scooter in the winter. Bikers and those on scooters do not pay road taxes. Quit messing up the roads in Reno.
172	Very confusing, there will be accidents

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ID	Do you have specific comments on protected intersections?
173	Those rounded bumps in the road are awful. And the whole thing looks like a construction zone. Not attractive, but I'm glad something is being done to protect cyclists.
174	Hard to see in a car. Junk in the bile lane was uncomfortable as a cyclist.
175	Nobody follows the rules.
176	The people biking are not using this appropriately. I just think it's silly.
177	This is a good idea, but when I was on the scooter, it's pedestrian sensors reads the protected lane as a pedestrian area and won't let you ride it until you're in the lane of traffic.
178	I'm always concerned about drivers not understanding how these intersections work and bikers getting injured.
179	Separating bike and foot traffic from vehicle traffic has been an amazing experience in other towns where it has been largely implemented.
180	I ride a cargo e-bike with two kids on back -- I felt really safe in this protected intersection, I really like this design
181	Don't understand it. Unnatural to park away from curb. Seems like a harder barrier between parking and mobility lane should be in place- Washington DC style
182	I think the cost of all the barricades are ridiculous and they will become a target for youth to destroy. Who is paying for the bike lanes and when will the City require bikers to pay their costs to have all the bike lanes etc. What is removing traffic lanes for cars doing to the environment by having cars stopped at intersections longer because of one lane of traffic.
183	Some automobile drivers are hostile to giving bicycles priority judging from postings on social media.
184	Protected intersections are an integral part of the connected, protected bike network Reno needs to implement. The one at Arlington/5th was a good start, but needs to be improved in specific ways, particularly by using physical barriers (a Corner Island, not just green paint) to prevent cars from encroaching into the micromobility turn areas. Please see and implement NACTO guidelines in permanent features: https://nacto.org/publication/dont-give-up-at-the-intersection/protected-intersections/
185	I appreciate protection from cars.
186	Most bikes i see downtown do what they want, including cutting across lanes and riding the wrong way, I work and live downtown and I see it everyday. These dedicated lanes add confusion to already trying not to hit the bikes and scooters not obeying the law or using the lanes.
187	Vehicles still cut through green area, maybe make it red or yellow, or have stoplight cameras and issue warnings
188	I was confused and didn't know the rules stated in the question. I thought it was part of traffic management for ROC
189	I often travel from 5th and turn right on Arlington. You either bump over the white bumps or face on-coming traffic from Arlington. Spectacularly useless obstacles.
190	Too busy. Makes the street too narrow. Unwelcoming. Bicyclists should not have right of way over cars at one intersection and not another. Confusing. Visually unattractive.
191	It's very confusing to navigate

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ID	Do you have specific comments on protected intersections?
192	I have only driven a car at this intersection and the white bumps in the road stick out really far making it difficult to turn at the intersection as a car.
193	I feel so much safer turning at this intersection than some others around town
194	Crosswalk lights need to be updated. Many don't work like they should and don't give enough time to cross.
195	The more of these the better. Let's encourage bike riding and make it safer.
196	When I bike it's helpful but people have hit the barrier or almost crashed into bikers.
197	Add more please. Especially around West and Arlington Streets.
198	Streets should accommodate the majority of vehicles using them, such as automobiles. Bikes and scooters should be adjusting to the flow of automobile traffic.
199	Makes driving downtown impossible at times.
200	Reno has tried to do projects like this before and it failed every time why because it's not good for the downtown district maybe for the up and coming midtown district but not in downtown unless you want to run her out the rest of the people that come here to visit oh wait yeah that's what may or she be is all about get rid of the visitors get rid of the money get rid of everything unless it's hers
201	The people on the scooters don't use your protected intersections or follow any road rules. I'm surprised they are not getting killed by the dozens.
202	Unfortunately your vision is flawed because we are dealing with stupid humans who don't utilize protected intersections. I have almost hit idiots on those public scooters twice now because they just dart across the street without even looking. This was on 5th street nowhere near an intersection.
203	These people/ kids have no sense of traffic rules/ they make bad decisions which makes drivers have to avoid hitting them.
204	very easy to navigate
205	no enforcement allows reckless actions to inflict pain and suffering upon others
206	Folks are looking for cars and signals
207	We need to create safer bike ride paths however both driver and Bicyclists Need to share the road and be more aware of each other equally
208	Creates confusion. Increases danger. Slows traffic. Limited usage of alternative transportation does not justify changes.
209	The problem with protected intersections is you're allowing cars to park on the corner and cars are hitting the corner the little white thing. Especially near that Asian restaurant near second or third Street where they have front street parking yet your bicycle lane is right there that's a contradiction of purpose. I think it's called Golden Phoenix or something. Ya
210	Keep the pedestrian and cyclists out of the road ways. You guys are ruining downtown. Everybody loves the classic cars that cruise not only for hot August nights but most through most of the year The rainbow side walk was ajoke and ypu are hurting the few buisness left down there. With road blocks and impossible parking situations.
211	It takes away from maneuverability when executing a turn in a car.
212	Make more.
213	It is like the round snouts, people do not know how to use them, including those on bicycles and scooters. I feel it is more dangerous now than before.

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ID	Do you have specific comments on protected intersections?
214	Doesn't seem protective to me because it crowds traffic to merge (signage in Reno gets an F) at intersections which is ridiculously dangerous. Fact is people are too scared to drive so it causes a ghost town. I'm 62 and your ideas discriminate against those who must drive and don't want to KILL SOMEONE. I'm disabled and cannot access your goofy dream of ride a bike. I've lived here for 2 decades and one ways with no left turns makes me burn gas getting to the location I need.
215	It's grim why choke traffic to such an extent. I won't go there anymore.
216	Riders of scooters aren't obeying any traffic rules. Blowing through the intersection on multiple occasions making it very hard to drive safely
217	I haven't used them enough to have an opinion
218	The business I patronize is suffering because it's parking lot is being cut off and access to the business is restricted. I
219	This is so important for my safety as a bicyclist.
220	Bunch of BS. They already have the right of way. What I mean is they already ride as if they do. This morning all lanes of traffic were stopped because the bicycle light was green, and we all sat there waiting for a non-existent bike. They should have to push a button and wait their turn like everyone else.
221	Motorists may not like it at first, but it makes people think about the rights of cyclists to have a safe way to use the streets on a bike, which is also a valid "transportation vehicle."
222	It's different
223	They are unsafe for micromobility users; when automobiles are turning right from the travel lane, they don't expect the scooters/bikers on the right to go straight, or they are coming so fast that they are hard to see. I've seen several near misses. It would be less confusing for vehicles turning right to have the right-of-way, and be able to move all the way to the curb to turn, minimizing the potential of hitting a scooter/biker.
224	My concern is that there could possibly be a driver who isn't willing to follow the driving laws, under any circumstance of what their day's been like, and may not want to be as cautious or concerned with other people on the same roadways.
225	Haven't used it
226	It's the most worthless project Reno has ever engaged in. Protected intersections only 'protect people riding scooters who usually violate traffic laws' impacting traffic.
227	It confuses me. I'm just not familiar with this style so as a driver I didn't know which way to go (did my path change?!) or, more importantly, who to be watching out for (where is everyone else supposed to be going?!)
228	I was crossing the street at a light in the crosswalk and a dude in a bike didn't stop and almost hit me.
229	Auto drivers did not understand.
230	Very concerned that Reno spends ZERO thought or research when attempting any micro mobile project.
231	I feel pretty safe when ridding in protected intersections I was Hopping something Like this would happen
232	difficult to make right hand turns when bikers are barrelling thru.
233	This crap sucks. Don't do it. It's dumb and wasting money with little recoup unless bicyclists want to start registering their bikes and paying road taxes on them.
234	we should just keep them simple and not protected

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ID	Do you have specific comments on protected intersections?
235	Not intuitive. Neither people using the lanes nor drivers seem to understand the lanes.
236	limits the access to the street and scooter people are riding through the intersection without stopping
237	You're forcing cyclists to ride in a marginalized way, while giving them the expectation that they're special users. There are no programs to have them LEAVE the SEGREGATED BIKE PATH so that they can make LEGAL, LEFT HAND TURNS. Furthermore, these bollards and the paint are expensive to install, maintain, and replace. The green paint is also slick.
238	Being downtown was manageable before now as a long time visitor I will choose not to go downtown
239	This is insane. This shows how out of touch and this council will sacrifice their tax payer constituents for the minority
240	Get bikes out of the way if cars! Great safety! That intersection is already bad with ROC and St. Mary's and the other medical facilities. Too many cars, looking for parking, pedestrians, drivers not even able to use a 4-way stop appropriately. So adding this made it more confusing to many folks I encountered in the area.
241	why not make the micro mobility paths one block off of Virginia? Why mess up traffic patterns and businesses when one block over would be easily accessed by bikes, scooters, etc without the major impact this trial has caused.
242	No vehicles were honoring the bike box.. you can't SEE side traffic if you do.
243	Bikes should NOT have right of way over vehicles that are turning. Too many accidents will occur
244	If you need your own lane on a bike. You ought to question if you need to ride. Also, why are our tax dollars going to such BS. I'm a 4th generation renoite and I would like to see people join our community. Not try to turn it into California.
245	We need more of these and possible physical barriers between the bike lane and roadway!
246	We have enough problems with the roundabouts with automobiles! Even merging onto Mayberry oncoming traffic doesn't understand the medium in the middle of the road I feel that this is going to be a disaster and make it more complicated for drivers.
247	Makes me avoid the area all together
248	Markers extend too far into the travel lane requiring very sharp turns onto 5th.
249	All cyclists should be protected better.
250	It makes left turns on a bicycle much more difficult
251	I love this and it makes me want to go out more to enjoy the city.
252	Bikes and scooters don't belong on the streets with autos
253	I like this specific protected intersection, especially when they have bike sensors so the light will actually change
254	This area is much safer for bikes/scooters, and is clear enough to understand even for people on rented devices.
255	it's very confusing at the 4 way stop. It is difficult to see who is in the cycle lane when cars are parked in the parking lane.
256	This is a nightmare. Nothing was clearly marked and it made traffic a nightmare. The scooters I saw were used almost exclusive on sidewalks and made certain areas unwalkable. These lanes were not used or atleast very often. I'm not sure how anyone thought this would help mobility or the movement of people.

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ID	Do you have specific comments on protected intersections?
257	These people writing these bird scooters are not following any of the rules I've almost hit three of them they run through stoplights none of them are 18 years old and they have two or three people riding on them at one time
258	As a driver I felt better knowing that cyclists were protected from cars.
259	The blocked out areas and white bumps are too narrow for safe turning - giving more room for bikes/scooters than cars - not logical.
260	Bikes have right of way however will all lights be no right on red? More congestion. More avoidance of downtown...
261	Absolutely nothing to like about this over-design.
262	I was born in Reno. I'm 32, never have I seen such stupidity. Bicyclists accept the danger of riding next to 6000 pound vehicles every time they ride near vehicles. If they didn't, they wouldn't ride. You think because you make a "bike lane" it's going to make it safer for anyone involved? No. You can't bubble the world. For the first time in my life I've considered moving away because of the idiotic leftist California [redacted] that's going on here. But, you would like that too much... [redacted]
263	This intersection does not stand out as a problem however I am usually driving west on 5th from Virginia.
264	Very confusing. People were turning right into the bike lane. Unsightly too
265	Makes going from the Atlantis up to Silver Legacy feel like a maze
266	Stop taking lanes away from cars as our population is growing, most people drive vehicles and need to get around town !!
267	Making turns around the areas was completely awkward causing confusion making it unsafe
268	I got used to it by my third trip
269	It is easy for drivers to not see cyclists. While driving, this intersection feels clunky.
270	Bikes are vehicles too and do not have the right of way. They must follow traffic laws that motor vehicles follow.
271	The scooter riders don't stay in the mobility lanes so this whole thing is pointless. I spend a ton of weeknights and weekends in the city in the summer. Every single time I've been down there driving or walking I have seen scooters riding in the driving lanes NOT in the micromobility lanes. It's dangerous.
272	The lanes on 5th street are just dangerous. Cars can't see the lanes before turning. If there are people parked it is hard to see the lanes if you are traveling across 5th. I have almost been hit 2 on Virginia when people turn left across the bike lane. It is very annoying to wait for the traffic lights and have no bikes or scooters using them and when they do they don't obey the signals anyways. When it is snowing and people are still waiting on these lights it will be really annoying.
273	Yes half the people don't use them and drive in the lane of traffic with bikes and scooters.
274	Hard to see around the parked cars at the intersection
275	Thank you! The river Path is horrible that is controlled by City of Reno. Happy about protected Intersection. We rode Aug 31, 2022, with other veterans who have some kind of disability. It is so dangerous to travel on a bike on the Truckee River Bike/walking path from downtown to Rock Park. Dangerous to ride on path. Holes, sand, dirt, tree root make huge bumps. Where is the Pride of Reno at? I am very disappointed how bad the path has gotten. Fix before Nevada Citizens and Veterans hurt.

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ID	Do you have specific comments on protected intersections?
276	Shouldn't allow cars to park next to bike paths.
277	I'm not even sure what you did is legal. Please point us in the direction of the NRS regarding traffic signals specific to bicycles/scooters/skateboards, etc. The intersections are more confusing now than ever.
278	It felt like it took longer to cross as a pedestrian.
279	Bicycles should have separate infrastructure from cars. Bikes already have bike lanes to accommodate them in infrastructure that was designed motorized vehicles that can go the speed limit, not human powered bikes. Instead of cutting into traffic even more, they should have their own separate pathways from cars and pedestrians. This project was clearly meant to save money instead of making the investment into new infrastructure designed for cyclists. 1/5 hated it doesn't even begin to cover it.
280	The city leaders have forgotten whom they represent and forgot the historic richness of Virginia Street. All for a minor percent of the people of Reno.
281	Inconvenience drivers so tipsy idiots can take over the road. What is the liability to the city for all of these scooters littering the street corners?
282	I dont like the big white bumps that I some times I run over... but it is a good concept to protect the bike lanes
283	Do not like the white bumps on the road.
284	It's a very tight right or left turn to miss the "half domes"
285	Dumb!
286	You created more traffic what was a two lane road is down to one this cross section is horrible you have to go in the middle of the road to turn to avoid the bumps in the road the bikers don't follow any rules at all
287	Scooters and bikes frequently ignore the laws governing them- scooter riders more so than bikers. Along Sierra, 3rd and Commercial it's a free-for-all with the scooter riders riding against traffic, on sidewalks and carrying additional passengers, including infants. It would be helpful if our city would encourage/support the "laws" that are supposedly in place.
288	Liked it on my bike; bit tight in the car -- I need to get used to it!
289	There is still an issue with avoiding pedestrians for both cars and bicycles. It is important for bicycle riders to understand that they do not have an automatic right-of-way when crossing an intersection.
290	Very difficult to see the bikers when trying to make a right hand turn,
291	Too busy and confusing with all the stuff going on in the roadway. Looks like it would be even more of a mess in the winter snow.
292	When in a automobile and not familiar with the intersection, it is confusing. It looks likes cars parked in travel lanes.
293	Please make it a law to not leave scooters in the middle of these pathways or sidewalks. I almost hit one on 5th street that was left in the middle of the lane. It was dark.
294	With the amount of traffic we have do to people moving in and our poor infrastructure bikes need to stay out of downtown. It is crazy and causes problems.
295	Waste of money. No positive effect
296	Seems to protect everyone equally

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ID	Do you have specific comments on protected intersections?
297	Knowing the general car and truck traffic patterns on Virginia Street and other areas where bike lanes are available, it's hard to believe that cars would give the right of way to the bicyclers. We have too many selfish drivers.
298	Concerns about driver education and cyclist safety
299	Traffic seemed unaffected automobile wise and it got me excited to try the bike lanes myself. I enjoy taking a bike ride, and I would more often if I live closer to downtown. Very cool idea.
300	Completely confusing
301	Will create a way safer area for other types of transportation especially for bikes and scooters (which should be used a lot more)
302	Don't (temporarily, locationally) change the rules Bikes should never have the right of way over vehicles - if on the road, bikes, scooters, mopeds, (and cars!) whatever - should follow the same rules, and none over the other.
303	Why aren't all our intersections protected? Why don't we build more physical (concrete) barriers between bike lanes and car lanes to protect cyclists and pedestrians from vehicles?
304	Thought it dangerous as wide turn meant visibility affected and the auto driver had to be doubly sure there was no bicyclist looming fast into the I intersection.
305	Return the street to its former state I.
306	I feel so much safer on a bike or scooter with the protected intersections. Navigating them with an automobile is NOT difficult.
307	There should be more of these everywhere!
308	The area around Virginia Street is only getting worse. Peds. and scooter riders think that they don't have to follow traffic laws.
309	These ruined downtown !
310	Streets are for cars
311	I've repeatedly seen vehicles and motorcycles use the bike lane to make right hand turns, or strike the Botts Dots or reflective traffic delineator or posts. The intersection seems to be more complicated, raising my doubt about whether the extra efforts improve safety.
312	It is confusing how a biker would turn left
313	It sucks put the street back the way it was you are hurting businesses I avoid the area because of it
314	The scooters and homeless / Meth Heads on bikes snarl up traffic and they don't pay attention to rules or regulations. How soon before you have fatal collisions because if these knuckleheads driving while using drugs or narcotics.
315	There really needs to be barriers put between the bike paths & traffic, especially with alcohol being served 24/7 & our high pedestrian/bike/car accident rates! A small 2ft-3ft cement barrier, with plants in it to disguise it, & give it more beauty would be great! 🍷👍
316	Protected intersections are sensical for both pedestrians and for folks utilizing bicycles, scooters and the like.
317	government waste - the purpose is for the forthcoming elections to show how much the City Council and Mayor have done.
318	I feel safer on a bike and when I drove here, it didn't slow me down or annoy me.

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ID	Do you have specific comments on protected intersections?
319	I can't see the bikes coming from behind the parked cars when I want to turn right. I avoid this intersection as a cyclist and as a driver now. Also, street cleaning doesn't happen in the bike lanes because they are blocked off so there is dangerous debris.
320	I think it is dangerous, not really protected.
321	It completely sucks. All it does is make for more unnecessary traffic. Most of the time bike riders don't even follow those rules and it makes for more congestion.
322	Not needed.. this is a cluster. We are growing and need more routes for automobile traffic. I have never seen a worse misuse of public funds. Focus on real issues, not what some bike PAC is trying to legislate. The new layout creates confusion in our tourism core and impeded traffic flow. This is more dangerous than a half bottle of whisky and a skateboard downtown. Nobody wants to be downtown. It's a sick cesspool.
323	The transition on Virginia coming from north Reno is a bit awkward. You have to move from the right side to the left with no bike lane movement. I generally just have to enter traffic then turn into that and depart from the cars movements
324	Would be more effective with larger implementation or educational signage. Some people seemed confused as how to use it.
325	I felt so much safer!
326	It's great for new bicyclists, giving them added protection. For people that have been commuting and riding through this area for awhile, and are just used to turning left using the turn lane with traffic, finding that that practice is now afoul of traffic rules can come as a surprise
327	I think these are essential, and the pilot project was a good start. They can be protected better when made permanent. The little bumps at the corners may indicate to a driver not to veer too close to the bike lane, but it doesn't actually stop them. Drivers can easily drive over them and still hit bikes.
328	To heck with driver complaints, aren't they the reason we need this!!!
329	I wish every intersection was like these to protect bicyclists!
330	Should be more of them. Much safer to cross without worrying about cars not seeing you
331	It's already hard to get around town with all the new people. We need wider lanes more routes not less space for cars to drive
332	I am a regular bike commuter through this intersection and felt much safer with this protected intersection. Instead of crossing traffic to make a left turn, I really appreciated the ease and safety in using the bike lane. I travel the same intersection with a car. Once getting used to the traffic pattern (education campaigns help), this was not challenging to drive.
333	It's confusing. All this confusion for people that never obey the laws anyway. Waste of money.
334	I feel as if walls should be placed or some sort of barrier shortly before the intersection separating the bike lane from the road.
335	Whoever came up with this is a moron.
336	Makes it extremely difficult for larger vehicles like a Toyota Tundra to turn the corners with limited space.
337	Shut down Virginia Street to vehicle traffic. You screw it up every time you "improve " it!

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ID	Do you have specific comments on protected intersections?
338	Please stop this. This does not benefit the downtown area. I've seen to many cars going the wrong way on both streets.
339	None
340	It is well intentioned and it is well planned out. However it is far less utilized by e-scooter and bicycle riders than expected (or at all).
341	Leave it alone if it's not broke don't fix it!!! Waste of tax payers dollars
342	Intersections can be very dangerous for bikers, this system feels so much safer as a user.
343	This project is awful! Who was paid off for putting this in Reno?
344	Confusing and distracting
345	Two way traffic is needed. Bikes need to obey traffic laws not have special lights.
346	Whoever submitted this idea should be fired
347	It creates too many blind spots, convoluted and busy, I like the green to designate bike lane.
348	Need more
349	better mark them -- a car tried to turn too narrowly into one in front of me once, and it seemed like they didn't understand why it was there.
350	Designed for accidents.
351	I haven't seen that but it seems like a good idea if it doesn't disrupt motorized traffic flow.
352	For one thing very few motorists even know what the limit line is at a normal intersection, what makes you think they will respect this fantasy? Unless you have constant LEO presence for the first several months educating people, they will be stopping in that "protected zone." Are traffic light sensors going to be moved back?
353	I understand the concept, but this is confusing for all parties: drivers, cyclists, pedestrians. Too tight of turns for cars. Unnecessary addition to busy intersections and main thoroughfares.
354	I felt much more likely to be seen by cars when given the space to move up and around them at the intersection.
355	Not needed and doesn't work
356	Cars are forced to turn way too wide to avoid hitting the markers in the streets
357	Total waste. There is zero Basis for this
358	The scooters and bicyclists pay no attention to the spatial provisions. They ride in front of pedestrians and cars.
359	I like that it slows traffic, but I own a truck and it makes it difficult to make turns, especially with the ability of cars to park on the street
360	Reno
361	People using the protected space do not stay in the protected space and leave scooters lying around within and outside of the protected space
362	I understand the purpose of the so called protected intersection. But like it or not, Reno is a city of cars, and you forget that. You almost have an attitude that cars are evil. Think that over again. There is an older & disabled population here in Reno, and it is a growing population. They can't use bikes for transportation, and you make life difficult for them. Reno shouldn't be all about the young beautiful people you picture & imagine. Think about ALL your residents!!
363	Bikes and scooters don't need that much room.

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ID	Do you have specific comments on protected intersections?
364	Regardless of the law, I've watched several drivers take a right turn as if they were in a normal stoplight. Telling bikers they don't have to watch for traffic because the law protects them is a recipe for injury.
365	You embolden bikes to be irresponsible and create traffic congestion and hazzards. With the growth you have allowed in Reno, we need more traffic lanes not less to reduce idle times creating more greenhouse gases. The infrastructure was never planned for this and still is lacking on more streets for increased traffic.
366	will more be made becaus i ride an electric handicap scooter
367	Feels very unprotected
368	What a destruction. Glad I'm not 80. This mayor has to go. Restore Reno to its once glory.
369	Felt safe and well signed. A little worried about bike vs. scooter interaction, but there seemed to be enough room.
370	Scooters come around cars to the zone and cut in and out, not safe for any
371	I felt safe and rode my bicycle more often because of it.
372	Micromobile riders do not adhere to lights and acknowledge other traffic. Speeding into the intersection at an auto blind spot is dangerous. Bicycles are dangerous enough but scooters and battery operated bikes are way too fast. Any moptor assisted vehicle should require a license plate license to drive and helmit requirement
373	The intersections should be painted through out so they provide a clearer path as to where bikes/scooters etc would be traveling through the intersection.
374	Don't know how to use it properly and don't trust other drivers to be aware
375	If Virginia is going to be one way, please make Sierra and Center two way. Basic nowadays, one ways impede traffic
376	Make it a two way
377	I think protected intersections are helpful and incentivize biking on streets by guaranteeing a certain level of protection and safety
378	We should have more of them, especially with the influx of Bird scooter users who are not abiding by traffic laws when riding on streets.
379	A lot more cars on the road than bikes
380	Adding extra steps to existing traffic features is an awful idea as well as making it more difficult as a driver to turn right
381	Not intuitive
382	Anything that makes intersections safer for bicyclist, I'm all for.
383	This is a terrible waste of resources.
384	They should be everywhere...I felt safer
385	Highlighting paint is critical to the success of these intersections.
386	Sorry this is a stupid idea and should be ended.
387	The "protected zones" are causing more impact to traffic than necessary... furthermore, there is a severe lack of enforcement for traffic violations for people abusing the intersections in an unsafe manner. I moved from Portland to get away from this insanity.
388	I would otherwise not ride through downtown - I commute with my toddler in a bike seat. Thank you!!
389	I am not a very competent cyclist and this really helped me feel confident enough to ride and bring my kids.

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ID	Do you have specific comments on protected intersections?
390	I like that the design forces cars to slow down, stop, and think about the roadway and other modes. However plastic caps and flex-posts won't protect a cyclist from a car in the worst case scenario.
391	people using bike have no common sense. Traffic is for everybody. They have to care about their safety also not just the drivers.
392	They work very well and make navigating an intersection safer and easier on a bike.
393	This is a great upgrade for multi-use! Only one comment- I think there is confusion among auto drivers about what to do with this infrastructure, so maybe some signs to inform and instruct them, especially when they are turning right.
394	Anything that makes it safer to bike around Reno is good.
395	Getting used to it. More safe, and no big deal when driving.
396	We need more of these in Reno
397	Excellent for confidence and helpful when riding with kids!
398	All intersections must be protected
399	Make the turn difficult for large trucks
400	Who pays road taxes?
401	Limited visibility to drivers since they sit back from the intersection and limited turning visibility when someone rides up and sits back a couple of feet.
402	Waste of my tax payer money, unless you do something about all the bums in down town, wouldn't feel safe going down town in anything other the a car.
403	Drove past it a couple days a week for many months and saw maybe 3 cyclists
404	This is ok. It adds safety without taking up too much space.
405	Do this to the rest of the intersections so that bikes and scooters are separated from vehicle traffic
406	No one abides by the outcrops. Almost got taken out multiple times by vehicles cutting into the lane to use as a turn. Felt safer just riding the shoulder more often than not and avoided places like Virginia. E-Bikes/scooters are incredibly dangerous to themselves and pedestrians and have ZERO regard for their rate of speed. The couple times I've driven it hasn't been too terrible as NDOT doesn't know how to time lights to save their life anyways.
407	For starters they are unsightly. And if they are going to keep on taking away driving lanes, it would be a little easier to swallow if the bikes had to be registered and that money could go help to pay for changing the roads.
408	All down 5th Street is messed up due to the reduction of road way, it's harder for drivers, riding a bicycle doesn't require a full lane.and these electric scooters are BS, people ride on the sidewalk and the police don't ticket them. It's really bad in front of the silver legacy can't tell you how many times then scooter riding fools have almost run my wife down whom walks with a cane. Not to mention the business it's cost business men on Virginia st.
409	It confusing and drivers don't understand and hold up traffic
410	Didnt understand the configuration or how to proceed when no bikes were present, which was every time i used it.
411	Nope
412	No one understands it. It doesn't protect anyone. Stupid without any signage.

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ID	Do you have specific comments on protected intersections?
413	Are they considered to be pedestrians? Why have the right of way? Users in these lanes need to yield to automobiles that are in front of them. Drivers aren't trained to look in the rear view mirror before turning right.
414	Not very safe for both cars and bikes, cars take off faster than bikes and definitely will create frustration on owner vehicles.
415	Took away much needed vehicle driving lanes and parking. Too dangerous since bikes/scooters come out of nowhere and do not follow the rules themselves.
416	Very few understand how it's supposed to be used and creates a more dangerous environment for both autos and bicycles/scooters/peds.
417	Motorists too unpredictable and dumb.
418	It is unsafer for bicyclists that need to make room for drivers when a driver need to make a right hand turn. It is also unsafer for bicyclists especially when tourists drive and don't understand the "protected intersection"
419	Sometimes it's not easy to make a right turn with the poles there. The larger pickup trucks are really having a difficult time making the right when cars are in the left turn lane on Arlington.
420	You should have just left the streets how they were, you ruined the whole purpose of downtown.
421	It does absolutely nothing is reality to protect anyone. This is a feel good change that does nothing.
422	To sum it all up, it just looks like one big mess. Cars and bicyclists alike seem to find this setup confusing. Cities across the country are doing this very same thing to their downtowns and it seems to create more problems than they solve
423	It doesn't make sense to have multiple one way streets running the same direction parallel to each other
424	very non vehicle friendly. Just close the street to vehicles, as it seems they are now less of a concern than putting people on scooters who do not follow any type of law...ie: red light running and middle of the street riding. Great way to really keep people out of the downtown area.
425	Most scary experience of my life. For something that is supposed to be safer, it seemed it just have cars a reason to seek out and hit scooters and bikes. Share the road is something they don't want to do. Having been through the intersection both on a scooter and also in a car, you can see that each have absolutely no regard for the other's safety. If this project stays, you need to be issuing tickets to not only cars but those on scooters as well.
426	I was a little confused by how it was supposed to work.

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ID	Do you have specific comments on two-way cycle tracks?
1	Stop it and remove it!
2	Turning left from Virginia north to 4th/5th west was a little awkward with a lot of vehicles heading south or turning east. Is the intent of the bike boxes for 4th/5th heading west to allow cyclists to queue for a 2-stage turn like the protected intersection? Some cities have small turn arrows within the box to suggest to 2-way track users to get into the bike box to complete the turn. Entering this track from 2nd/4th, should cyclists go when the bike signal is green as vehicles are stopped?
3	It's confusing
4	The timing of the path specific phase could be improved, Of the times using the path I have had to stop at every signalized intersection causing the path to be more inconvenient than other existing bike lanes like Arlington for north south travel.
5	Vehicles continue to try to use it.
6	Super fun! Unsure however, how to turn left from northbound Virginia onto 5th. Do I use the bike box and cross the crosswalk? Could I have a two stage left turn box? Could bikes get a full signal and phase?
7	Virginia is too congested as is. If this is going to work then bike and scooters must be forced into the cycle track area. Too many bikes and scooters are still using car lanes
8	This is great, particulaly on the Virginia/2nd Street interection where there's a diagonal lane across the street where it goes from two buffered micromodal lanes to the south, to one two-way lane to the north. Was easy to transition, particularly when there's a pedestrian-only four-way crossing green light opportunity at this intersection.
9	Almost head on collision
10	Loved it! Would like to see the project expand.
11	I live this! Maybe cover it with solar panels for shade and energy!
12	traveling eastbound on 5th to turn onto the dual track lane on virginia (headind south) is confusing. Almost needs to be a sign at the junction of the protected lane on Virginia with a "bike/scooters enter here", instead of my instinct to just turn immediately right into the motorist lane
13	They're are a joke. People don't use it as designed
14	The cycle tracks are good to a point. Virginia Street needs to become a pedestrian mall from 5th street south to the Arch Bridge. Of course the cross street would be left open to handle traffic and Sierra Street is for traffic heading south and UNiversity Way is for traffic heading north
15	Please get rid of this
16	I think it was fine here. I prefer having one-way tracks that go with the flow of traffic, especially in places where bikes will conflict with turning cars, but they still have their use cases.
17	It's nice to have the extra width. But honestly I see people all over not really paying attention. So maybe the separation will create less chaos.
18	The rental scooter people are always going g the wrong way.
19	Another project that reduces vehicle lanes. How much tax revenue do bicycles generate for road construction?
20	I said "liked it" because I'd rather have a buffered lane on both sides. It keeps the traffic pattern more like what everyone is already used to, and familiarity improves safety. Regardless, either way is vastly better than nothing.
21	Used it on a long commute and it was the least stressful part of the entire day.

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ID	Do you have specific comments on two-way cycle tracks?
22	I do not enjoy the against traffic two-way cycling track installed on Virginia Street in downtown Reno. Biking against the traffic is unnatural and dangerous. I own property in downtown Reno. The public was not consulted on the proposed traffic changes due to the implementation of a micromobility lane which drastically increased traffic on 1st Street.
23	Takes up too much roadway space.
24	I LOVE IT! Felt safe biking with a child trailer in this environment! Would love to see more of these, to increase real bike commutability to school, work, dinner, etc
25	So helpful, so safe
26	As a recreational cyclist, this seems crowded and confusing without fully protected bike lanes. Also, the choice of Virginia St. is confusing as it doesn't seem there's much cyclist travel down Virginia...
27	As the Neon Line District and other development projects are completed these should be permanent, excluding big events that require space down along S. Virginia.
28	two-way cycle track over north bound travel lane is a travesty that discriminates against automobiles. The solution needs to not remove cars but look more like 5th street, midtown or the southern portion where cars and bikes co exist. We need to keep in mind that most travelers in this country use cars (for good or bad).
29	removing primary lanes of travel to support a minority (bike riders) is a bad idea, San Luis Obispo has done this studied this and the utilization is minimal on the bike side, disrupts primary traffic doesn't encourage new bike riders
30	We already have Sierra and Center as 1 way streets, Virginia should remain a 2 way. I like the idea of the project, but not for sacrificing 2 way traffic
31	Virginia needs to be 2 ways for cars again
32	People still ride in the road
33	You take away an automobile lane and give it to the bicyclists that won't be using it this winter. If we have a normal winter, there is usually ice and snow on the roads - so NO BICYCLES! I don't ever see a bike being ridden in 40MPH winds with snow pellets hitting them in the face. Bicyclists represent on a very small but loud portion of the Reno population. Don't forget seniors, disabled and families with small children.
34	What a confusion and an extremely empty drive from 4th to Liberty; no reason to ever come back there through what looks like a ghetto; WHAT A MESS!!
35	Once again only about 10 people ride bikes. Complete waste of tax dollars to make dedicated bike lanes for 10 people. I dont know if you noticed but we live in a mountainous region. Riding bikes around here isn't exactly practical. Make more room for vehicles and parking. Not stupid scooters and bikes. I hate our local government.
36	See above. Where do you want cars to drive safely? North Virginia is so screwed up with bus stops and roundabouts. Did you happen to hear about the mess with High School Graduations at Lawlor??? No passengers waiting for buses, some brave enough to drive in bus lanes, IT WAS DANGEROUS not to mention a 2 hour drive to get to a parking lot.
37	Confusing and dangerous.
38	Don't like it much as it's tight spaced
39	Negative...
40	I think it is a great idea, anytime you can separate auto and bike traffic it's a win for everyone.

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ID	Do you have specific comments on two-way cycle tracks?
41	I do wish Virginia street was still a two way for vehicles but also included this cycle track
42	I think it's a great idea.
43	Should always be on the corresponding-traffic travel side!
44	Best thing Reno's ever done, more of them would improve the city immensely
45	That barrier makes biking feel much safer. I just worry about head on bike collisions.
46	Close the whole downtown street and just make it micromobility and foot traffic. Keep center for north bound, Sierra for southbound and create a Fremont Street experience. How is the city suppose to clean the glass and garbage without the sweepers being able to clean it? Multiple flats from the refuse in the "lanes".
47	This is great for one-way driving streets, but typically I prefer to go with the flow of traffic.
48	Can be very distracting
49	Works well, although it would make sense on a street other than Virginia
50	Riders can avoid each other without 2-way lane control.
51	Not very intuitive
52	I will continue to use center street instead. Near miss from cars turning (both car and myself heading southbound), not realizing I was there. It makes you too separate from traffic, and thus ignored. I have had cars turn into the lane making a right off of 4th. Very scary.
53	More education to the public prior to implementation would have been beneficial. This also makes for a busy street that is distracting visually and not "clean", can it be cleaned up? There are many places to look for vehicles and micro transit goes to look while trying to ride safely. I can no longer drive northbound on Virginia to get to the University easily, or just for a fun drive. It's ugly and harsh with the many barriers along the street... adds to the dilapidated state it's already in.
54	Kiol
55	Make sure there is not a bike lane on the other side of the street then. Perhaps make sure the barrier is snow removal friendly.
56	Glad to see the streets doing safely for both drivers and pedestrians.
57	I like the concept of a two-way micromode track because it is a bigger area, meaning it's easier for cars to notice the two-way track instead of just one lane. This is common all over Europe, too, and it works well around the world.
58	More of them
59	No
60	When the two way cycle tracks end it forces bikes to cross traffic in an awkward way. I've seen many instances of cyclists continuing on the same side of the road after the two way tracks end, resulting in the cyclist riding on the wrong side of the road. This is a safety hazard.
61	Creating a one way in downtown makes the area less desirable and the current setup is an eyesore.
62	One bike lane in each direction is good enough, and more practical
63	although not as good as a concrete divider, these have some sort of physical protection, which at least prevents most normal drivers from parking in the bike lane. rider safety still calls for dividers, though.
64	You have now made downtown a one way street making it hard to shop and access business downtown

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ID	Do you have specific comments on two-way cycle tracks?
65	The city is asking for people to be hurt.
66	Confusing
67	I LOVE that its a protected bike lane!
68	make it go from the river to UNR, possibly on Center St if Virginia can't accomodate
69	Cars can enter the 2-way track at 3rd Street because there is no plastic barrier and it's a 11-foot wide gap, so drivers get confused and make a left turn directly into the lanes. If a bike is traveling, there will be a collision, guaranteed. Bike signal at Plaza St is not needed. Just put a right-turn arrow for cars to tell them when it's safe. Bike signals are only needed where two networks of equal priority are intersecting. (ie: a busy road and a two-way path)
70	I prefer bike lanes on each side of the street
71	Have yet to see anyone use it, just lost tourists in cars
72	I love the separate bike traffic lights
73	Provide real public transit, not something that discriminates against people
74	This can be implemented more efficiently while at the same time not taking away from local business. Taking away one side of the street to incorporate 2 sections for cycle tracks doesn't make much sense. The idea of any city in a downtown environment is to make traffic flow and right of way safer and more friendly to the businesses in the area. The incoirporarion makes it far more difficult to get access to St Mary's in case of emergency and in that regard, came and will negatively impact lives.
75	It negatively impacts access to St Mary's. Incase of an emergency this could cost someone there life.
76	Giving away too much space for too little of bike traffic
77	This is the best idea ever for cycling! I am saving lots of money and air by biking now because it feels safer! I actually bought a new bike at a local shop because of this!
78	Watch people not use it more then use it
79	Bike lanes are great but I never use it to travel south bound due to the abrupt end requiring me to cross diagonally across traffic at the stop light. I think Virginia is too busy of a street. Motorists are not paying enough attention and vendors frequently use the bike lanes as parking spots. I would like to see the cycle track on center or lake street. Those routes have less stop lights making bike travel more efficient.
80	It made me feel like I wished I lived downtown so I could ride my bike!!
81	There needs better barriers to prevent cars from entering the Bike Lanes. Everytime I've used the dual lanes down Virginia St, a car had shimmied past the barrier and was driving in the bike area.
82	The track is really nice. Before it existed I would have never biked through downtown. I've done it a few times now. It would make a big difference if it went all the way to UNR. It could be improved if the barriers felt more permanent and sturdy. The plastic pylons don't provide much protection. Also, some of the intersections are confusing. Some have bike specific signals some do not. It is also a little confusing how to turn on to intersecting streets at these intersections.
83	No one follows the rules or laws. They do as they wish.
84	Two way tracks are more likely to have riders, which increases visibility of bikes in general. I'm happy to give vehicle space to bikes and believe the loss of a lane for vehicle traffic is worth it.
85	This is a joke. Seriously. Who approved this mess?

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ID	Do you have specific comments on two-way cycle tracks?
86	Didn't actually use it. If I did, I'd be concerned about oncoming bike or scooter traffic
87	As above.
88	Horrible idea
89	For the scooter the pathway needs to be smoother no bumps or potholes. Further the twists need to be eliminated. Much easier if a straighter pathway.
90	It is ridiculous to shut down an entire lane of traffic through downtown Reno for a few bicycles and scooters. The scooters tend to still ride on the sidewalk anyway! Then further south as you enter Midtown the bicyclists are allowed to take up the entire travel lane, which I have seen them do on several occasions backing traffic up for a long ways. They have no respect for the vehicle traffic lanes were actually designed for!
91	I like one-way tracks more because you don't have to worry about a distracted cyclist or inexperienced scooter rider crashing into you. However, two-way tracks are much better than painted lines without any barriers to protect you and are very nice when biking on nature trails.
92	Very dangerous, no safety gear for minors or adults. People getting hit by cars. It now makes turning into another street more dangerous scooters and bicycle don't stop at intersections and think they have full right of way.
93	Overall, I really like this for making this space more comfortable for more casual riders and even for myself as a more experienced rider. Minor gripes: awkward side-switch, some of the lights make it feel slower than if I'd just ridden my bike as a car on, say, Center Street, I'm bummed it is closed during a big part of the summer when there are special events (e.g. Hot August Nights), and I think the connectivity to UNR, North Virginia Street is still a bummer.
94	again, there is the assumption of adherence
95	To be clear, I haven't used the two-way track but I favor them where they fit the roadways better than one-way tracks on each side of the street.
96	Virginia at needs to be a 2 away street
97	Its made Northbound travel unnecessarily difficult
98	The cyclists don't follow the rules! Nor do the scooterists.
99	The track shouldnt exist at all, nobody uses them, they either use the sidewalk or the car lane itself
100	traffic lights too long, bicycle, scooter and walkers did not obey the traffic lights, had several go out in front of me, when I had right of way.
101	Your graphics appear to show 2 bicycles side by side, w/one riding the wrong way on the two-way track. If the cycle lanes are only wide enough for one bike, there is a high potential for conflicts between cyclists traveling in opposite directions. I don't like the idea of a two-way track, especially if motorized travel is also supposed to use the two-way cycle track.
102	Again, not accomplishing what you think it will. Complete waste of money.
103	Unless cars are parked away from curb, closer traffic. It is dangerous
104	I much prefer separated bike lines for each direction. That said in the absence of that the two way lane if much better than simply some paint converting a shoulder to a bike lane. That bike have to change sides of the street is very very problematic and needs to be corrected
105	Not the right focus. Spend on the homeless and rent control.
106	All this effort for very few recyclusious is ridiculous... it's a waste of our money.

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ID	Do you have specific comments on two-way cycle tracks?
107	Biking in the direction of traffic feels a little more natural, but at the same time the idea of having a separate road to bike on is very nice.
108	Causes traffic for automobile and useless because bikers and scooters still use the side walk.
109	I did not ride the track on Virginia.
110	No
111	I understand the safety need but, don't like it on Virginia Street.
112	The two way path is great and most people have respected the lane usage.
113	These are important I ride my bike often and cars need to slow down for us!! Giving us our own Kane and the right of way through midtown is important for our safety!!
114	How do people traveling on micromode cross to a two-way cycle track? If it's difficult to cross the street to get to, mostly coming from streets other than 5th and Virginia, it will not be used and it can be dangerous. A one way path, that is protected, and does not introduce new transportation rules for a small section of road, would be more consistent and easy to use.
115	Sounds very dangerous for bicycles! We are used to one way bike lanes, traveling with traffic. Drivers can't even deal with roundabouts here, those are easy! Sounds dangerous!
116	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.
117	Such a joy to ride a bike through the two-way track. It felt so much safer!
118	Reno is eliminating lanes that are frequented by vehicles, and therefore eliminating safety.
119	There has to be a balance between promoting bicycle use and accommodating vehicular traffic. The changes dont get that balance correct and over optimize for bikes creating issues for vehicles. I support the intent but the implementation needs more balance.
120	The two-way track on Virginia has completely changed the way i travel through downtown. I commute along this route each day, and I used to have to jostle with cars and trucks and was frequently honked at and even forced into the gutter. Having a physically protected cycle track with dedicated lights for bikes makes this corridor feel safer and much, much less stressful.
121	Put them throughout the city so that we can get TO downtown, and not just AROUND downtown.
122	The bike lanes did not have any users. There were more cars and a few pedestrians.
123	My experience on Virginia St south is confused. Hard to get into, Faster to stay in the traffic lane with cars. Once you get up to speed you are stopped to allow cars to make left hand turns. Infrastructure to make the 2way is clunky and in places run over by terrible drivers. I never rode north on the 2way as the route from midtown puts cyclists in un-safe traffic patterns.
124	Everything should be two way because people are going to treat one way as two way, so you may as well tell them where to go.
125	People need to utilize

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ID	Do you have specific comments on two-way cycle tracks?
126	I haven't seen this yet. Reno/Sparks has needed protected bike lanes forever! The micromode track has to have some device like posts to protect the bikes or the California drivers will use it as a passing lane!!! Get this right and I'll start biking again!
127	They look like traffic lanes.
128	Would love this on Sierra and Center Streets in particular for navigating downtown. Virginia Street was an absolute mess especially with events and lack of support from downtown businesses.
129	Once again, how are we going to plow and de ice these roads? They get LITTLE sun.
130	Prefer the one ways
131	This is a GIANT waste of money based upon the friendships of the members of the city council and their friends. Bike lanes in Reno are hardly used from what I have seen. While it is good to have bike lanes the old fashion single lane with a white line are sufficient.
132	Current arrangement on Virginia street has limited traffic flow to oneway and should be removed.
133	I like that there are slight barriers, even if they are only posts, between the track and the car lanes. It makes me feel far safer than standard bike lanes.
134	There is not even close to near enough bicycle traffic to justify two-way cycle tracks. Meanwhile, there is more car congestion as a result of parts of Virginia being reduced to one lane.
135	Two way bike traffic on one side of the road is too confusing.
136	It makes searching for scooters, motorized bikes, and non-motorized bikes, harder since they can not only be traveling with you, but also coming quickly in front of you. It breaks the normal flow of traffic and isn't suitable for short street blocks. On long stretches of highway it would be ok, but not where intersections are just a few hundred feet apart.
137	If only people would use these as intended.
138	I don't think it will work as desired, users will more often then not not adhere to the lane division.
139	Changes in the pattern of roads in downtown Reno by the casinos makes public transport like buses take longer and have less accessible routes, leaving people without a phone or the money to afford private rented transportation with a harder time moving around the casinos where some might work.
140	I have not biked this area during the pilot project. On a bike, would feel more comfortable with one way only.
141	Bike and scooter riders IGNORE IT and traffic laws. Too stupid to know stupid!
142	Traffic is now backing up everywhere due to reduced number of lanes or one way traffic.
143	The posts help define non-car areas and provide safety.
144	Don't like that this took away a lane of traffic and now Virginia Street in one-way. Really restricts the options on moving through the downtown area.
145	frankly. I don't see much use with these
146	Again at intersections, pedestrians with sensory loss are not expecting riders coming from a different direction, when making a street crossing.

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ID	Do you have specific comments on two-way cycle tracks?
147	If it is necessary in some spots then it is acceptable but it makes much more sense and is easier for everyone to remember when there are lanes on both sides of the street just like for cars. Two way cycle tracks are for trails away from roads.
148	I - and my two children - prefer the single-way cycle tracks as they are less confusing - the cyclist keeps in lane more easily and knows to cross the street to go in the desired direction
149	Dangerous
150	It works but bikes should practice riding in the direction of traffic.
151	Install protected cycletracks on streets less likely to be intermittently shut down by events. Center street is a better, and well studied, option supported by the community.
152	Works well. Love it.
153	get rid of it, not safe at all,
154	Good idea to utilize just one side of a street.
155	Do not like loosing roadway and parking to others who pay nothing for the design and maintenance of the facilities. Have to believe these changes have also greatly increased costs for painting and associated labor.
156	You took away ANY place to unload for a business and tourist do not like the fact they have to go around and around town to get where they are going1 You failed to ask business owners what they thought about closing part of Virginia st to north flowing traffic It seems to me that you would do something about making downtown better for shoppers. Between the code enforcement and the meter people it is impossible to unload for business We have the only gift shops in downtown. Call 775-229-6801
157	Same as above. Scooters and cyclists are unpredictable. They cross in the middle of streets and ride on sidewalks. Sometimes they ride outside of these tracks and in the roadway meant for cars.
158	I like that there is a designated bike way but I experienced the bikers not following the path making it dangerous and confusing.
159	If I were a cyclist, I'd like it. In a car, it limits the driving space.
160	Bike should follow the same traffic patter as cars. Really confusing for most people when that's not the case.
161	Bikes should follow the law and current DMV regulations. They are usually the cause of most accidents as they don't follow the law. The idea favors bikes which do not contribute to use of resources. Need to put them on a side street not a main street where they impair traffic.
162	I own a business that specializes in bike safety. The two lane thing does not work at intersections and there are many in this space
163	Why wasn't separate bike lanes done in midtown when you redesigned Virginia through that area. I see more bike use there than downtown. Yet in midtown you have to compete with cars
164	Can be a bit confusing to some cyclists on first encounter. I've never ridden one of these that wasn't a little difficult to get into and out of without, for example, turning through cross traffic.
165	Consumes a lot of lane space and congests traffic into one lane with low utilization.
166	These were very welcome and I'd love it if there were more of these tracks.
167	I liked it but it was difficult to negotiate the beginnings and ends of the protected tracks.

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ID	Do you have specific comments on two-way cycle tracks?
168	Exactly what we needed. I love it!
169	This would be especially helpful in areas where it isn't convenient or safe to ride on the opposite side of the street
170	The scooters and bikes do what they want ignore traffic laws
171	Great concept. However, it will fail, unless there's a major public education campaign. There needs to be a public education campaign in general about bike safety, both for motorists and bicyclist. The town keeps adding more and more ways for bicyclist to get around town safely, and that's fantastic. But it will never be successful, and they will continue to be fatalities, until there's a public education campaign. It is irresponsible to continue to do these projects, and not educate the public.
172	Again it eliminates an entire traffic lane as well as a possible parking space for a vehicle who actually paid taxes for the streets.
173	99% of the time, its never being used. what a waste. this is just political pandering to a super small sub-group of loud obnoxious cyclists who hate this idea anyways so why did you cater do those idiots?
174	Of course, delivery drivers and other non-micros now use them as workspaces.
175	Docking stations for scooters and move the scooter/bike lanes back to next to the car lanes and car parking back to next to the curb WHERE IT BELONGS. Bike lanes next to the curb gets in the way of pedestrians, getting in and out of cars, and ability for car pickup/drop off out front of buildings.
176	Docking stations for Bird scooters
177	It takes up a lane of traffic that should be for cars.
178	Don't like to see vehicles riding toward me, very disconcerting
179	Didn't like the parked cars where they are outside of the micromode tracks but this set up is growing on me
180	it's dumb & confusing, scooters & bikes riding the wrong way on the street/sidewalk anyway
181	Hard to get to business on opposite side of the street from a bike. Klunky access for northbound cars.
182	Would rather that each lane followed the flow of traffic on either side of the road
183	No one follows the rules.
184	This is t something I use, and no one I know uses it. This is for a different group of people.
185	Will this reduce space for actual parking? If not, then I'd give it a 4.
186	I'm not a fan of two way bike paths. I love the separate lane but two way traffic can be a pita to navigate when you come up on a slower rider. Also saw pedestrians in the lanes ████████
187	When pulling out of a business onto the street, you can NOT see well enough to safely pul into the lane & avoiding scooter traffic
188	I prefer having a protected lane on each side of the road, going in the same direciton of traffic. It makes it more complicated to get on/off the cycle track when you're moving in the opposite direction of traffic
189	Harder barrier between vehicle traffic and bike/scooter paths. Two way mobility traffic on ONE side of the street only.
190	There are awkward transitions from dual lane to opposite side lanes and bicycle traffic lights that I didn't see at first.

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ID	Do you have specific comments on two-way cycle tracks?
191	Physical separation/protection of the micromodal track from the traffic lanes needs to be more robust. Please use sturdier barriers like car parking, planters, or bollards and not flexi plastic tubes that provide zero protection from a car entering the track.
192	Narrows the whole street and, again, the bikes and scooters are riding wherever they want. Not always in the lanes. Reno needs to do a better job of educating everyone (of all ages) what all these marks mean. Poor rollout of information.
193	Too much space. One way on each side of traffic just like cars one way one side.
194	This creates a dangerous situation for vehicles travelling southbound and turning left across the two way micromode track. It is difficult to see the bicycles scooters coming from both directions.
195	Why on earth when there is so little use? Why keep customers who drive cars out of the city center? I thought most local business models included about 20% local business. The complications of driving downtown keep me from patronizing downtown business. They should sue the city for loss of customers.
196	As a pedestrian crossing at 5th and Nevada I was first almost hit by a bicyclist and then by a vehicle after moving beyond the parked cars. Perhaps lowering the speed limit or eliminating one parking space next to the crosswalk would help.
197	Not enough microtraffic to be necessary.
198	Bad concept and design.
199	dangerous...more points of multi-modal contact, more traffic friction, greater driver confusion (especially at intersections)
200	I really like it, would like to see more signage for bicyclists so it's less confusing when transitioning to the two way track
201	Not enough physical separation. Scooter riders swerving in and out of dedicated area
202	We need more crosswalks like connecting Meadowood Mall to TMCC Meadowood and Salvation Army on Sutro to bus stop.
203	Virginia was a Main Street downtown that made getting through town easy. Making it a one way for cars is extremely difficult for transportation. On bike or foot it's someone safe but I've still seen bikes crash
204	Tell them to stay in the space! They take over lanes and parking and still think they can use the traffic lanes and sidewalks whenever they like
205	No
206	Minimizes traffic lanes for motor vehicles.
207	Have mayor she be get her head out of her [redacted] and start actually being a mayor instead of ruining Reno she's worse than sheriff Kirkland was
208	The people using the scooters are driving on the roads, not on these lanes, as well as bicyclists. I haven't seen them being used properly at all.
209	The utilization is not enough to justify the sacrifice of a traffic lane for two way traffic
210	I think it ruined the look and feel of old town/ Virginia st. I see all types of motorized bikes/ scooters/ using this lane..and they have total disregard for pedestrian.
211	cool feature. new to me.
212	the lack of enforcement endangers those with limited mobility, they NEED to have at least 6 feet of separation and this clearly ignores guidelines set forth
213	Additional considerations? Do you mean increased danger? Confusion? Slow traffic?

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ID	Do you have specific comments on two-way cycle tracks?
214	Your you're more than likely to hit somebody else's shoulders going the opposite direction with no clear space other than what 2 feet maybe three I'm 3 1/2 feet wide so that doesn't really help me. I think if the bike and Lane was traditionally separated as original bike lanes should be in each direction you're not creating a conflict of left-hand turns versus right hand turns on a double track that conflicts with normal driving laws
215	Should never impeade the normal flow of traffic. Take it off the road ways!
216	I don't ride it would be concerned about head on collisions with bikes
217	4th and Virginia light specifically. There is no light indicator for vehicles making a left hand turn. Other drivers and myself included hesitate to go or aren't aware that the green light for the other cars is magically supposed to be out indicator as well. There needs to be signage or the lane needs its own light.
218	Crowded sometimes people are distracted because easy cause accidents. Thank you
219	I do not like how N Virginia was turned into a one way street for automobile traffic. Again the electric scooters do not stay in their lanes, darting in and out of the automobile traffic. They are a menace the way they behave.
220	If you want cars, you need to get real. I have disabilities and not going on your freaking microtract. My abilities to access are You need a PhD to figure out your cute lanes so that's unsafe plus I'm hampered and it's not ADA compliant. You could use the back alleys for scooters if it's that important. Or have trolleys instead of cars. What is with road designers? Road signs galore and nobody in a car wants to dare drive down there. It's a ghost town, no activity
221	I work at a business that has this right in front. Customers can't pull in our driveway off Virginia for fear of hitting a scooter rider. You can only access the business heading south and trying to give customers directions who aren't familiar with the area is a huge problem.
222	I think it's a good idea but don't know yet
223	Don't make roads one way because of this reason.
224	Scooters and bikes can go both ways, but automobiles can't? That is terribly unfair.
225	For one it would be great if these were always used by bicyclist. But are not. I refer especially to the e scooters. They are a nuance. The riders do not obey the road rules. They cross roads where ever they want and disregard basic traffic law. I almost hit three of these e scooter they did not cross at the crosswalk but rather in the middle of the street without even looking for on coming traffic. It is only a matter of time before one of these people are hit.
226	Getting the begin and end point connection right is critical.
227	Images on the cycle tracks make it very clear how the tracks are to be used.
228	Good way to get around on a bicycle.
229	Haven't use locally. It seems to work best when there is connectivity to other bike lanes/easy transitions to getting in/out of the two-way track.
230	I've never seen such stupidity from the Reno City Council to even consider this mindless concept. As Shakespear's play Much Ado About Nothing portrays, this idea is one of the most idiotic ideas this council has dabbled in. It's the same as the saying "there's nothing dumber than a knot in a board."
231	Would love for this to be more widespread throughout the community. I would ride my bike more places. It feels safer

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ID	Do you have specific comments on two-way cycle tracks?
232	This is easy to understand
233	My feeling is this style needs to be an all-or-nothing scenario. And with our economy relying on people from out of town this includes requiring other areas to implement, which Reno has zero control over. Having exceptions leads to mistakes both by drivers and cyclists and mistakes lead to accidents.
234	I frequently use the two-way cycle track in Sparks from Victorian Square to the Marina and I love it. I'd love to see more of these in the area. They work well and provide increased safety.
235	I wish the bike riders stopped at red lights. You are giving them safety measures and they don't care about others/
236	Scooters are a safety hazard.
237	Very concerned that Reno spends ZERO thought or research when attempting any micro mobile project.
238	The new cycle tracks make it comfortable enough to take young children on longer bike rides.
239	If anything just use two way tracks everywhere but stop removing vehicle travel lanes when the region keeps growing at such a high pace. This is just pushing vehicles to other streets that creates more congestion.
240	they are taking away lanes of traffic that should be kept for automobiles
241	We are a city of cars. Bikes now have more rights than cars on Virginia St.
242	If you're going to have the tracks on both sides of the road, then people in the tracks should be moving in same direction as traffic.
243	NACTO. That says it all. Astroturf fake engineering diplomas. You're working with SOCIAL ENGINEERS, not TRAFFIC ENGINEERS. Bad call. Expensive, conflicting, and you WILL get sued when a cyclist crashes into another cyclist and is then hurt by passing motorists.
244	Gave more space to the bicyclists who aren't using it causing more traffic and more pollution from idling cars. Nice work...
245	As long as the people driving are paying attention, this makes it safer for bikes. Drivers are taught you look at bikes as flowing with traffic, not against. It's probably confusing for cyclists initially.
246	I witnessed e scooters and bicycles all over not abiding by directional traffic.. in fact they were coming OUT of the barrier area to pass slower bikes or scooters dumped in the travel lane.
247	So Virginia is now a one way in downtown. DUMB.
248	Loved how closed off and safe it felt!
249	I understand the bike lanes being put in on Plum and California Street those are for our local bikers! The whole project for downtown is just for tourist the last time I was downtown the tourist were riding down the sidewalks with no consequences to anybody walking by this is not a very good project.
250	Confusing for all road users
251	This creates separate traffic patterns for bicycles and vehicles which adds additional distractions at intersections for both bicycles and vehicles.
252	More space for everyone to be able to move around is a great benefit.
253	Bikes and scooters don't belong on the streets with autos
254	Really don't like this, wreck less people on the wrong side of using scooters

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ID	Do you have specific comments on two-way cycle tracks?
255	We were driving through downtown late yesterday afternoon. Did not see one bike or scooter using the dedicated lanes for them. They were ALL on the sidewalks.
256	I love these. They protect the riders, give the option to pass slower bikes. Please post signs to not ride side by side and take up the entire lane, as it blocks faster bikes!!
257	As a cyclist I prefer riding with traffic at all times, but I like the designated bike lane.
258	Waste of tax payers money
259	Having bikes go in two directions on one side of the street is counter intuitive to drivers - the bikes should be going same direction as traffic on whichever side of the road.
260	This is the most ridiculous alteration I have ever seen. You have now made two of the most important streets for commuting in Reno one ways going the same direction right next to each other. It truly makes no sense and has added 10 minutes to my already 30 minute commute.
261	Impedes vision, reduces travel options, cluttered and "way too busy."
262	It's idiotic. It snows here... Bicycles should not be a priority... Unless in fact you subscribe to the communist ideology, then nobody can afford a car and will be forced to ride a bike. How "progressive" of you. 😊
263	Despite there being tracks, scooters and bikes are not using them. Traffic is congested on weekend nights, scooters especially are not following any laws. I almost never see bicycles but when i do, half the time they aren't using them. .
264	Stop taking lanes away from cars as our population is growing, most people drive vehicles and need to get around town !!
265	In the time that I was driving from one side of downtown to the other I saw one bicyclist in the bike lane. Yet it took me 10 extra minutes just to get to where I needed to go.
266	Takes up parking for businesses and takes up driving room.
267	3x driving I've had to go around the block multiple times to get somewhere due to the lane changes to traffic flow on S Virginia or not being able to find parking. Only 1 time all summer have I seen a bike in the bike lane.
268	Good idea, but needs more protection from cars and diesel emissions.
269	No one uses them they ride in the lane of traffic and they are not enforcing it.
270	Very narrow, hard to navigate for a adaptive trike.
271	None
272	Bikes should travel with the same traffic as cars.
273	There need to be better barriers to stop cars from entering the non-car area.
274	The two-way tracks are dangerous. When pulling out of a driveway or side street, if you're on the side with the two-way bike lane, you may not be expecting bicycle traffic coming from the right, which normally would be the wrong way.
275	Bicycles should have separate infrastructure from cars. Bikes already have bike lanes to accommodate them in infrastructure that was designed for motorized vehicles that can go the speed limit, not human powered bikes. Instead of cutting into traffic even more, they should have their own separate pathways from cars and pedestrians. This project was clearly meant to save money instead of making the investment into new infrastructure designed for cyclists. 1/5 hated it doesn't even begin to cover it.
276	The friendliness of Virginia Street has been lost and has to be impacting the businesses there.

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ID	Do you have specific comments on two-way cycle tracks?
277	The road is so tight. I would like to know how many accidents increase. If your roads were wider it would be great.
278	More Dumb!
279	My car has been hit because of this way of parking on top of the confusion it's not safe when you get out the car and get hit but the traffic you created
280	This addition/encumbrance has narrowed car lanes to the point it is dangerous/ difficult for cars to make safe turns.
281	Too close to other micro-vehicles; I like a bit more room when on my bike (I'm a city biker my 70's)
282	Although this seems like a good idea there are issues: two way traffic on such a narrow strip of pavement is concerning especially with e-scooters, e-bikes, standard bikes and opening vehicle doors sharing a relatively limited space. It might be wiser to encourage one way traffic in the same direction as vehicle traffic. Also, service and delivery vehicles will and do use the bicycle and, if available, parking lanes for their needs forcing bicycles and scooters into the vehicle traffic lanes.
283	Hard for drivers to have bikes coming at them.
284	Takes up too much space and not intuitive to have two-way traffic on one side of the street.
285	From a vehicle perspective, it is confusing having cars parked in the middle of a lane.
286	Same comment as above. I love it, but the scooters being left in the way can be dangerous.
287	Absolutely ridiculous. Waste of money. Does create safety. Takes away valuable street space. Confuses everyone. Quit caving in to anyone that raises any kind of cockamaimee scheme. Total embarrassment
288	Perfect for one way streets--such as Center Street
289	I think this is a better idea.
290	Got to try it still but am excited to do so.
291	They are confusing and dangerous I see more auto's in them than bikes. Bikes and others run on the sidewalks more than these lanes and autos use these lanes more than bikes
292	This will be great for traffic flow
293	Just because it's different, new and cool doesn't make it practical. No one - whether in a car, on foot, or on a bike/scooter should need to learn new rules of interaction in a 10 ...100 ... or 1000 block area - keep it the same, keep the rules the same. All this fails to consider that Reno a) isn't a temperate city (snow, anyone) - and has 2-10x more vehicle traffic than bikes.
294	While two-way cycle tracks are a big step in the right direction, Montreal's cycle tracks are the same width as our two-way tracks, but theirs go one direction. This makes it easier to ride side by side, to pass slower cyclists, and to use cargo bikes. These Montreal bike tracks are also wildly popular and see lots of use. I understand a double width bike lanes aren't feasible in all cases, but it's a good thing to consider for future bike infrastructure installments.
295	I liked not having cars go by as fast, they seemed to slow down
296	Didn't see them in use much. The parked cars were a hazard.
297	I feel it needs to be a little wider.
298	Very nice. Best section.

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ID	Do you have specific comments on two-way cycle tracks?
299	Get rid of it.
300	Again, I feel much more protected while on a bicycle.
301	It'd be great if it went from UNR to downtown...
302	People now walk in the bike lane. If you're driving and at a stop sign; you can't see the traffic you're trying to cross. You have to creep out into the intersection (putting you into the bike lane) to see if there are cars coming.
303	Causes unnecessary vehicle congestion and negatively impacts businesses on the street due to no parking. Did anyone consider this idea wouldn't benefit people in our winter months. Who rides there bicycle then?
304	There aren't enough bicycles to justify messing up vehicle traffic to this level
305	Get rid of them and widen the roads. We have too many cars in this city now and need more road space
306	Streets are for cars.
307	The two way track on Virginia St between 5th and 2nd is my least favorite aspect of the whole project. It feels like a downgrade compared to the one way tracks on 5th St and the first block of Virginia St. A separated track adjacent to two way traffic like Evans Ave operates much better.
308	Separate from cars is always preferable. Not sure how this works on a larger scale with more intersections
309	If a cycle track reduces the street to a one way for cars, the one way should be opposite of the one way one street over.
310	Waiting at intersection of 4th & Virginia sat there with over 10 vehicles burning fossil fuels while waiting for the mobility light to turn red with nobody using the lane so we can go More vehicles are now taking more time to navigate downtown burning fossil fuels and it is hurting businesses seems like the city likes doing that I avoid the area at all cost biggest waste of money
311	As dumb as can be. Your project is stupid and will cost people their lives
312	It's dangerous, with the sizes of most e-Bikes nowadays, as well as the growing popularity in trikes & recumbent bikes the lanes are too narrow with traffic both on the same side of the road, I travel this multiple times a week, & there's always some confusion going on, or people on Bird scooters riding everywhere all over it, I feel safer riding in the road with traffic in this area, so I bypass this section & ride in the road! ¹⁰⁰ Needs cement barriers with plants to disguise it & beautify it
313	Some cyclists and folks on scooters still do not use these lanes, or ride on sidewalks. It's a good concept but not everyone follows the rules.
314	a waste
315	Caused so much confusion and as Reno gains more population we need wider roads for more cars not giving up space to bikes when it never seems like anyone is ever biking on them. I've been more cars drive in that space than bikers.
316	parts of this felt narrow with the temporary metal barriers not lined up straight.
317	Again, no street cleaning access, debris in bike lane.
318	It is ridiculous. You've completely destroyed Virginia street. Both Center St. and Sierra St. are already one way streets and now you've made Virginia a one way street also which makes no sense. Now you have to go all of the way out or the way to go back north. It makes no sense and you all didn't think of the problems it would cause when you did that. The prior bike lanes were fine.

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ID	Do you have specific comments on two-way cycle tracks?
319	No way, evwr. Reno is growing and needs traffic lanes for cars, not the 1% bikes.
320	Lots of glass in it all the time..... Which is not very bike friendly
321	Could be a little wider. Larger vehicles like pedicabs are a tight fit. Feels very safe.
322	It does take some paying attention by all road users, as people get used to it. If only all were respectful and concerned for their fellow human beings.
323	They're great once you're in them as a cyclist. Getting into and out of the pilot locations can be a little confusing at first both for bikes and cars, but understood these aren't the permanent locations.
324	It's stupid
325	They could be wider. Each way should be wide enough for two bikes going the same way next to each other (whether to pass or ride together) without needing to go into the lane of opposite the direction.
326	Needs to have railing to separate the cars and bikes. I constantly have scooters moving from bike lane to vehicle lane. Extremely frustrating and very dangerous for the scooter rider. Have not had any negative interactions with bicycles
327	The reduction of Virginia Street downtown to one way for vehicles and the addition of unsightly barriers makes the downtown look even more deserted. It effectively cleaves the downtown in half for pedestrians. Additionally it hinders the use of Virginia Street for street festivals.
328	I do appreciate these but once they end can be a bit more dangerous to get cross when needed
329	This is counterproductive to easing traffic in our town use side streets for things like this project. We need a priority cars or bikes you can't do both.
330	This is a positive in protected travel. Consider a cycle track on Center St, for travel from midtown/downtown to the university that can stay open all year and provide direct commute route.
331	Bike clubs do not ride downtown. Waste of money
332	Waist of tax payers money
333	Do what all the European countries do and have the. Use the sidewalk and road.
334	CHANGE IT BACK. THIS IS THE ABSOLUTE WORST. I don't how stupid can you people be to not even pay attention to your citizens and ignore what the city really needs.
335	The number of bicyclist or e-scooters do not warrant the loss of a two way automobile lane. There simply isn't that kind of commuter traffic, this is Reno not San Francisco
336	Again takes up way too much space. Interferes with local businesses. Motorists can access things like the pawn shop from Virginia Street due to the bike lanes & barricades. Especially when one section of Virginia Street went from traffic traveling both directions to one way. The plastic caution poles next to bike lanes makes it difficult to park large vehicles like a dodge ram in some of the enclosed single spaces like by the old Court house on Virginia St. Bikers still use the sidewalks.
337	People are not using them, it steals away a lane for drivers and they still drive on the road putting themselves and other people at risk. We are better off with a loading and unloading lane for uber and lyft. Many of us would find it easier to travel to places downtown.
338	Let's keep them on each side of the road and take cars off Virginia.

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ID	Do you have specific comments on two-way cycle tracks?
339	It is barely utilized by cyclists and e-scooter riders during peak weekend night periods (11PM-1AM). Possibly because it resembles construction rather than a bike lane. It is not an aesthetically appealing feature, especially as it runs under the Reno Arch. Seems more like this bike path was meant to demonstrate that The ROW cares more about appearing to care about environmental awareness than practicality.
340	More of it!
341	It's too wide makes the road narrower
342	The only thing I do not like about the two way track is that it is not straight - the places where the sidewalk cuts in because there is, for example, a loading zone, makes it a little trickier to navigate, especially if there are other cyclists coming from the opposite direction. If the path was straight and followed the road for the cars, I think that would make a big improvement.
343	I
344	Get rid of them
345	Made it less safe
346	This helps with the Inattentive blindness of drivers. (I just recently took traffic school and this was the term they used for drivers not seeing motorcycles, bicyclists, pedestrians, etc.)
347	Goes against natural roadway tendency.
348	Make Virginia bike/scooter/pedestrian only from 1st st to martin st
349	I am an experienced bike commuter, and honestly it sometimes felt less safe than a normal bike lane because people on scooters/walking were not in the correct lanes or predictable. I LOVE the idea of protected bike lanes a lot but I felt this still needs some work. Perhaps having this on Center (vs. Virginia) would help and feel more focused on supporting micro-transport across downtown vs. competing with the main downtown street.
350	Parking reduction
351	Not enough bike use to justify taking away a lane.
352	The artist conception (2) appears to be a one way street, why is it on the left, bicyclers should be on the right.
353	Okay if not impeding automobile traffic. Detest any such addition on busy and main thoroughfares! Too wide for busy streets.
354	I frequently encountered parked cars in the two-way bike lanes, which was frustrating going up Virginia.
355	Please get rid of the bird scooters. Hundreds of injuries have happened , just ask the folks that work ER.
356	Dangerous and unnecessary
357	The scooters and bicyclists pay no attention to the spatial provisions. They ride in front of pedestrians and cars.
358	I think the bicyclists should still follow the traffic laws and bike on the correct side with traffic. I think these would work better on the one way streets that we already have
359	Reno has a 1 way Southbound Lane on Sierra the cycle tracks have shut 2 way traffic needed for business already suffering in the area and traffic flow. There are not enough bikes to make it a value to any of the businesses for such a stop gap
360	People using the protected space did not stay in the protected space and left scooters lying within and outside of the protected space

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ID	Do you have specific comments on two-way cycle tracks?
361	The two way tracks are replacing vehicle lanes, creating more one way roads which makes driving downtown even more confusing and increases the likelihood of motor vehicle accidents. I have yet to see any pedestrians use the micromode tracks as they still ride scooters in the roadway against traffic.
362	Once again, you make cars out as evil things. Your system is confusing to visitors, and most do not know how to drive through this confusing maze. And you still have accidents because scooters, especially, do not follow the rules of the road or even watch the designated signals for them. I think you will continue to drive away Reno's life blood of tourism downtown, and frustrate residents. The Biggest Little City doesn't have to be so progressive, especially since we don't have the money.
363	I love the two way cycle tracks, so that it creates only one bike lane on the street. I am concerned about driver education when a bicyclist needs to exit the bike lane to turn, etc.
364	It's better than both sides of the street
365	It takes up to much room in the streets.
366	This works well in heavily dense areas like New York, where most people don't use cars. Reno is very much a car-centric city, so taking up this much road real-estate could be an issue, especially during heavy tourist traffic. Bike paths like these should only be implemented in areas without high road traffic.
367	it took away an entire lane of travel in an area that already had a higg amount of vehicle traffic, and will take an entire area away from hot august nights
368	The infrastructure cannot support this without widening the streets.
369	I like to commute by bike and appreciate the safety and drawing attention to us
370	These protected 2 way bike lanes made me feel much safer while on my commute. I also felt like I was having a much smaller impact on the flow of car traffic than when I have cycled in the standard lane.
371	Must use two point left turns.
372	Cars do not pay attention to it
373	This is the way. A permanent barrier would be even better.
374	Not needed, we all know with a simple bike lane, wasted road space
375	People who have little experience w/ non automobile commuting make up the rules of the road as they see fit. Fence, anyone?
376	Same as above Speed, safety, visibility
377	Very disruptive on Virginia. Drunk micro mobility users create opportunities for head on collisions.
378	They need to have more of a physical barrier between cars and micro mobility vehicles. Too often I saw cars using the track to drive through or park.
379	To congested
380	I think these are great also
381	We need more of them! It feels much safer to have a protected bicycle lane versus riding with vehicle traffic. Make Reno more accessible for people who do not drive motor vehicles.
382	Scooter riders are reckless as well as some of bike riders
383	Shutting down the main road in this city makes driving a nightmare. Focus on the out of control homeless problem first then figure out a bike route that doesn't congest the city even more

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ID	Do you have specific comments on two-way cycle tracks?
384	Don't like having to stop at path specific lights, is there a way i can keep rolling?
385	Love that the separation makes it safer.
386	Need to be everywhere...definitely would save lives
387	Get rid of them. The City is causing problems for a small minority in the community.
388	People on bikes weaving in and out of traffic with impunity will get someone killed.
389	Thank you so much for doing this pilot project. I absolutely loved the two-way cycle tracks that were protected. It was the first time I felt comfortable on a bike through a city.
390	Personally I liked it on a bike but know that it caused a lot of confusion for drivers. I would rather see a bike lane on a less busy street like lake and make that the bike thorough fare instead Of Virginia.
391	I see cars hit people on scooters and bikes. The type of colissions are only because of the changes city of reno has made to the streets
392	The 1-way lanes on either side of the road would be better, as it keeps people moving with the flow of vehicle traffic and doesn't require any considerations for new signals.
393	there is always a smart one messing it
394	These are wonderful!! It feels actually safe to ride through downtown. This is just awesome!
395	One way protected cycle tracks seem safer to me.
396	Good, and complicates things at times.
397	Keeps bikes to one side of the road is smart.
398	Amlost never have i seen anyone using any of the bike lanes and most of the scooter people ride wherever they aren't supposed to.
399	What happens when it snows?
400	Hate the idea. Are bikes paying road tax through the gas tax - NO!
401	We need 2 lanes. Otherwise cars turning left hold up traffic for multiple red lights.
402	Drove down Virginia st everyday for months, it frustrates vehicles while Micromobiles ride all over the road and do not use designated lanes that are taking space away from autos.
403	This i don't feel is safe. Bicycles would have to cut across the traffic to reach a destination on the otherside. If this on both sides of a road, then it takes up way too much space.
404	2 way tracks are great. But, access and egress need to be clearly signed and easy without creating confusion and conflict with pedestrian and motor vehicle traffic. The Virginia St 2 way is not satisfactory for southbound riders in its current arrangement. Access for riders on southbound Va 5t is not well signed and it is easier to just stay in the vehicular travel lanes.
405	These are nice because they keep bicycles and scooters off the street and sidewalks
406	Again, E-Bikes and scooters are THE WORST. There's entire social media pages dedicated to the absolute imbeciles who get their hands on a vehicle capable of pacing traffic. This was NOT made with bikers in mind, does anyone on city council actually come out of their gates to ride/drive downtown or are they making these decisions arbitrarily? Cars also still cut corners and use these as turns/pull-offs, and most riders (e-bikes/scooters/tourists) don't pay attention as they expect right of way
407	I have not seen these except for this picture.
408	You've only caused problems with traffic and have done nothing more.

Appendix A - Survey Results

ID	Do you have specific comments on two-way cycle tracks?
409	The few people i saw on scooters were still in the way of the car travel lane, even though it was pne person and there was plenty of area on their designated lanes.
410	Waste of space for the little it is used. It is no safer since many on scooters and bikes don't follow the street signage anyway.
411	Not enough room a Virginia to do this successfully. It looks like it's done extremely cheap and now there are tow south bound lanes next to each other. Also makes it impossible to have events on Virginia
412	No
413	Not really enough room.
414	I haven't seen or participated in this type of option.
415	Bikes dont obey the law sometimes and i think it should be safer one way each direction
416	Took away much needed vehicle driving lanes and parking. Too dangerous since bikes/scooters come out of nowhere and do not follow the rules themselves.
417	Finish the Center Street Cyclo project.
418	Would be better for a wider street with more than a single one-way lane for cars. Besides, not enough Bicyclists to keep the two-way cycle tracks. Especially during winter
419	GET THE STREETS BACK TO TWO WAY CAR LANES.
420	Two-way cycle tracks provide excellent micromobility and maneuverability and versatility.
421	There is not enough bike traffic to warrant this. It takes way from actual travel lanes. If this is an initiative to try to force people onto bikes, it will not work.
422	Takes up too much vehicle traffic room causing vehicle congestion.
423	Pedestrians are not safe in any of the areas where there is micromobility. Forget taking a walk anywhere near the River walk or along Virginia. It's not safe. Scooters are reckless and cars are hunting down scooters. Uber/Lyft are driving distracted well over safe speeds to get to rides and dodging scooters and bikes. It's chaos. Not even organized chaos. If you choose to keep this project, you are going to need to issue citations with hefty fines. Downtown is not fun anymore. It's ruined.
424	This makes zero sense and dangerous to place pedestrians (exiting cars) 1) closer to vehicle traffic and 2) passengers existing into scooter traffic. Like the dumbest idea ever seen. The NORMAL bike lane configuration is far safer for ALL.
425	I prefer cycle tracks on each side.

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ID	Do you have specific comments on buffered bike lanes?
1	I feel so much safer commuting in a protected bike lane
2	Remove it hate it
3	The extra space and pylon reflectors were nice for visibility.
4	Pylons are too flimsy. Many of them are down already
5	Bicyclist don't follow traffic rules
6	With the exception of loud auto engine noise/squealing tires behind me, a much less stressful ride.
7	There need to be four-way stops at all intersections for the safety of drivers who have to pull out to see past the parked cars.
8	Nice and safe buffer. Would be nice to have it not dive in and out with the curb line so quickly. Give me a softer and easier path through.
9	This works great on 5th street as long as bikes and scooters use their lanes
10	The separate lanes + reflective dividers are going to reduce traffic accidents
11	Bump out , bump in ! Unbelievable I will use side walks straight path
12	Would love to see buffered bike lanes in additional areas! It would be nice to have this path connect with the Tahoe bike path
13	This is the best one while on a bike! Feels so safe and secure from drivers.
14	Cars are parked too close to road people have opens doors almost had them ripped off cause of traffic.
15	Again a joke. Puts parked cars out in the driving lane, causing car doors to be hit. I for one won't use the meters because they're away from were the parked cars are
16	these new lanes against the curb are great for cyclist and scooters but very confusing to those who drive. Again lack of broad dn wide range education this is coming.
17	This made me feel so much safer on my commute. They were only on a short portion of my Virginia street commute but I loved them so much. Great idea and thank you for implementing them. I'm sure drivers also appreciate not having to worry/be nervous about bikers now either with some of these additions.
18	Bikes do not need that much space on the road.
19	Dumbest idea ever
20	Similarly with the protected bike lane, I hope the plastic bollards are not a part of the final design. I did see some of them bent over, as if a car turned too sharply and knocked it down. A steel bollard with a concrete curb would provide ample protection otherwise.
21	This is fantastic. The fact that the cars can't open the door on you. Awesome! I have seen some not so bright people still think they can park in there☺
22	The "Zig Zags" between Liberty and the Pioneer center are abrupt. I could see these being really sketchy in the winter months with ice and snow.
23	This is ridiculous. I hope some big truck drives by at Midnight and takes all your little dividers down.
24	It's amazing how much safer it feels to be separated even a little bit from cars. These pylons aren't going to stop a car but at least it should keep people from drifting into the bike lane.
25	The white pins should do not convey a safe environment to bicyclists. They should be removable when the street becomes pedestrian only during festivals (Hot August Nights etc...).
26	These are not horrible, but at the intersection get rid of the bumps.

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ID	Do you have specific comments on buffered bike lanes?
27	Feel protected and that I have a solid space. Good for transporting kids in the trailer!
28	I feel much safer
29	It looks tacky.
30	Additional barriers should be installed at entry points to discourage "vehicles" from taking shortcuts thru them.
31	removing primary lanes of travel to support a minority (bike riders) is a bad idea, San Luis Obispo has done this studied this and the utilization is minimal on the bike side, disrupts primary traffic doesn't encourage new bike riders
32	Not being used people still ride in the road
33	What happen when snow has to be removed? Is there going to be a highway worker manually shoveling the snow from the bike lane and from the travel lane? These buffered lanes just mean that snow removal will be virtually impossible and make the roadway impassable.
34	SAD to see such a mess giving the area the atmosphere of a dying town as seen in many areas around the country. WHAT A JOKE!!
35	Once again only about 10 people ride bikes. Complete waste of tax dollars to make dedicated bike lanes for 10 people. I dont know if you noticed but we live in a mountainous region. Riding bikes around here isn't exactly practical. Make more room for vehicles and parking. Not stupid scooters and bikes.
36	Love these so much. More please!
37	The pylons are kinda dumb. They just provide an obstacle course for college kids on scooters, or just fall off and become clutter. By the lanes and parking is nice.
38	See above. Someone is going to get killed and I hope they sue the █████ out of the city.
39	Safe
40	No
41	It's much safer for riders because we're out of the traffic lanes and reduces the probability of a driver opening the car door as you're passing and have vehicles passing at the same time.
42	Another great idea and better use of the road
43	I would prefer a physical barrier, but bufferd barriers are better than prior designs
44	Best solution here.
45	It's not an actual buffer with the amount of cars I see driving through their. San Francisco is better at this with dedicated bike, transit and auto painted lines. It's the only thing they did better, but we are not a 4 season micro commuter area. Who in city hall needs to be voted out for this?
46	Feels so safe! My favorite new feature in Reno!
47	Takes too much roadway.
48	During snow plow season it will be interesting to see what the outcome will be
49	Great safe way to separate bikes/cars
50	This should be standard practice on all main arteries
51	The buffered lane closer to Wendy's seems a little hazardous for entry/exit into the busier businesses.
52	We need more of these on most streets.
53	Awesome awareness.
54	I feel so safe biking in these.

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ID	Do you have specific comments on buffered bike lanes?
55	This type of infrastructure is better than just a painted bike lane, but it is not as nice as a more separated path. For example, I still feel like it's dangerous to ride my bike on Kietzke even with the section with the buffered micromode lane. The combination of high-speed traffic with just a few buffers doesn't feel nearly as safe as the Victorian Avenue separated bike path or Veteran's Parkway path, to give 2 examples.
56	The buffered provides a safer travel to destination.
57	The way the lanes jog around sidewalks makes it awkward to keep within the buffered lane and not run into the curb or the buffer.
58	LOVE how much safer this is for bicyclists
59	I've been hit by side view mirrors too many times to count
60	although not as good as a concrete divider, these have some sort of physical protection, which at least prevents most normal drivers from parking in the bike lane. rider safety still calls for dividers, though!
61	Not many people are using it and it causes tremendous disruption for those who were already using the street.
62	Again this is not sharing the road way. Everyone has to have the same rules.
63	Streets are designed for cars, not scooters or bikes
64	more please, in a connected network. feel free to remove street parking
65	I'm not sure where this exists on the micromobility project? All the lanes I've been on seem to adhere to the type in the next section (4)
66	There's a "cluster" at Sierra & 5th. No one knows what to do and the markers are already destroyed. Way to bunch up traffic at the largest properties downtown.
67	I wish there was a way to stop vehicles from parking in them! Otherwise, it felt much safer than regular bike lanes.
68	We need real public transportation
69	Makes no sense. Refer to previous comments written above.
70	It negatively impacts access to St Mary's. In case of an emergency this could cost someone their life.
71	Keep Virginia street open two lanes each way for cars.
72	Please keep these they are wonderful!
73	The lanes south of the Truckee on Virginia street require you to turn to avoid the curbs at the pedestrian crossings. Between the curbs and the plastic rods in the buffer zone, this creates a lot of obstacles, and I'd prefer to just bike in the main road. Additionally, cars seem less likely to acknowledge bikes in these lanes. I've had several cars turn right in front of me while I'm in these lanes, cutting me off and almost hitting me. I believe the lanes make their users less visible to cars.
74	We need these in Somerset!
75	I would recommend a harder barrier that can't be accidentally or intentionally knocked aside.
76	Not as big of a fan of these without a permanent barrier that could stop or significantly slow a car. They are really no different than a painted bike lane.
77	Like I said before they just do as they please with disregard to anyone else.
78	This helps me and my kids feel safe when we ride. Cars in Reno are NOT looking for bikes in these spaces and I've never seen RPD pull someone over for endangering riders or pedestrians.
79	If people wouldn't ride in the lane with automobiles that would be great. What a joke.

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ID	Do you have specific comments on buffered bike lanes?
80	I rode northbound on Virginia from Liberty to the intersection with the Tahoe Pyramid Bike Trail. Felt safe being removed from the cars. But had to watch out for cyclists pulling kiddie trailers stopping on the bridge in the lane to chat.
81	Really makes you feel safe
82	For the scooter the pathway needs to be smoother no bumps or potholes. Further the twists need to be eliminated. Much easier if a straighter pathway.
83	I would have no problem with this idea as long as it does not take away a vehicle travel lane. The motorists are the ones who pay the fuel taxes to keep up the roads not the bicyclists.
84	It's much more a conventional approach which is well understood. Also, looking from sidewalk to street you have the safest and best protected order: pedestrians; parked cars with pedestrians accessing; bike and scooter, and moving vehicles.
85	Would prefer to have metal bollards over the plastic barriers to protect bikers from getting run over by a distracted driver.
86	Any bike lanes without a physical divide isn't safe. When will all bike lanes in Reno be upgraded?
87	To dangerous
88	This is better than a regular bike lane, but in the end, the little pylons don't actually give much protection. I guess it is cheaper/temporary but hopefully if anything like this gets built permanently, it will have a curb, bollards, etc...
89	why is there a need for these bumpers, just enabling people to not have to pay attention BC this little white pole will keep me safe. seriously?! this also takes away from the car lanes.
90	Can be hard to turn off to a side street
91	The cyclists don't follow the rules! Nor do the scooterists.
92	On 5th street, where my office is located, I have watched countless vehicles run the stop sign at Ralston, usually due to the sun and out of town plates not recognizing the stop. Since the lanes were changed, the speed of vehicles have decreased significantly and I have observed much less stop sign failures
93	Bicycle and scooter people cut out in front of traffic to cut across to the other side of the street, not using crosswalks
94	This is a great way to protect cyclists, and a great improvement over existing bicycle lanes that are fundamentally dangerous to the cyclist. I stopped riding my bike around town because it became unsafe. If lanes were buffered, I would use my bike more often - especially to go downtown because I live close enough for that to be an easy ride w/o parking problems.
95	At least this almost makes sense in helping cyclists and motorists maintain the separation required by law.
96	As number two
97	These are great and help provide separation from cars
98	Our streets are too narrow already
99	Absolutely love it, these dividers should be everywhere.

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ID	Do you have specific comments on buffered bike lanes?
100	Like the protected intersections, I really like the buffered lane on 5th street. But as I stated before, I had to be very aware when approaching intersections and driveways to ensure a car would not turn in front of me. Cyclists always have to be aware of this, but when parked cars obstruct the view of the bike lane cars in the traffic lane may not be aware that a cyclist is there. Overall, I think the pros outweigh the cons, but it does require a bit more vigilance from the cyclist.
101	No
102	I hate it on Virginia street. It's confusing and dangerous.
103	sometimes it felt like the cars were playing pinball with it. Still it protects the lane from the haters out there.
104	The ones in Reno look tacky idk if it's only because they're tempting November but they need a nicer look
105	This seems safer for the bikers and those driving!
106	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.
107	Bike lanes should always be buffered from vehicle traffic.
108	Such a big fan of these as well. If there were more of these and the two-way cycle tracks connected around the city I would be biking way more! It is so simple but it makes a world of difference.
109	Reno is eliminating lanes that are frequented by vehicles, and therefore eliminating safety.
110	There has to be a balance between promoting bicycle use and accommodating vehicular traffic. The changes dont get that balance correct and over optimize for bikes creating issues for vehicles. I support the intent but the implementation needs more balance.
111	I love these lanes--they feel much safer and less stressful than non-protected bike lanes.
112	So much safety!
113	It takes away the northbound travel for autos. I do not see the bike lane used as much. Ratio of 1 scooter or bike to 5 cars.
114	very confusing and the corners are unsafe
115	Again, nice idea in theory but it's useless when it only goes on for a few blocks. There's no middle ground with this. If you actually want people to bike, you need to have dedicated, buffered bike lanes the entire length of Virginia so people can actually use them. As it is now, they exist as a way to let drunk people scoot from casino to casino. I'd rather cars have Virginia street back and drunk people walk.
116	Took a while to adjust looking at parked cars being in a different orientation.
117	Other drivers get confused which can result in accidents.
118	I haven't seen this yet. Reno/Sparks has needed protected bike lanes forever! The micromode track has to have some device like posts to protect the bikes or the California drivers will use it as a passing lane!!! Get this right and I'll start biking again!
119	seriously - the huge car-damaging yet hard to see in time and insufficiently buffered road bump clusters on 5th are despicable and dangerous
120	Again, should be standard across the city.
121	Snow plows are going to ruin these as are our weather in this town.

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ID	Do you have specific comments on buffered bike lanes?
122	It would be great if the "buffer" is the required 3 foot distance required by law.
123	As long as there's no parallel parking
124	This is a GIANT waste of money based upon the friendships of the members of the city council and their friends. Bike lanes in Reno are hardly used from what I have seen. While it is good to have bike lanes the old fashion single lane with a white line are sufficient.
125	This has taken up needed space for traffic flow through the downtown corridor. If the buffer could be reduced to a minimal area, this could be a good idea.
126	I enjoy this, but I think that I prefer the two-lane system, as it makes the ability to turn around a little more difficult, and it seems that two buffers would end up potentially taking up more space overall than two lanes right next to each other.
127	This is great, separating cars and bikes.
128	I can see the advantage to keep bikes safely away from traffic.
129	These work really well in cities like Copenhagen, Denmark. I think they provide safety.
130	Have not actually used them but like the concept.
131	The ability to move both ways down these streets make them more accessible for public transport while also allowing for private microtravel to be safe and accessible.
132	This is a traffic nuisance. Parking one's vehicle closer to the traffic lanes is a danger to those trying to exit their parked vehicle.
133	Would like to see a permanent buffer installed eventually like a concrete barrier.
134	Created and designed by a mental midget who never got public input or business input. If I was a downtown business owner I would be suing the city.
135	Great!
136	If only they would cite the bicyclists when they fly through the buffer zone into the traffic zone as I have seen them do on more than one occasion, then I'd think there would be more equity in all this.
137	seems safer
138	But, it needs better signage about rights of way at intersections.
139	I Like them as a bicyclist but same issue at intersection crossing for peds.
140	It is a step in the right direction. Real curbs separating the cycle track and the roadway would be ideal.
141	We feel well protected
142	These are the worst of all of them. Very confusing and unsafe.
143	As demonstrated over and over at intersections such as Keystone and North McCarran, the plastic pin "buffers" are not a significant preventative from vehicles going where they aren't supposed to. A more significant barrier is needed to make a meaningful buffer.
144	get rid of it the people riding bikes do not obey the rules of the road. The people who designed and approved this plan should quit and work at Walmart.
145	Nice design where applicable.
146	Do not like loosing roadway and parking to others who pay nothing for the design and maintenance of the facilities. Have to believe these changes have also greatly increased costs for painting and associated labor.

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ID	Do you have specific comments on buffered bike lanes?
147	You seem to care more about the bicycle and scooters than you do for cleaning down town.I guess it's not as important as midtown or 4th st..This seems to be the only place to leave a comment or try to get things done.We have been in business since 2002 and the town looks absolutely horrible with NO help in sight.
148	None.
149	I think signage before the buffered bike lanes start, would be helpful. It was confusing and looked like active construction when I have driven through downtown.
150	Bike lanes and the other nutty ideas to give them preference have caused loss of access and parking to seniors and handicapped as well as the general public without bike riders paying for it. This idea again promotes bikes at the cost of drivers.
151	Get rid of the buffers. Think about it , how did the cyclists get to 5th street in the first place. It wasn't on streets with plastic buffers I don't know anyone who is riding in these lanes . Seriously who needs to ride from Save Mart to Saint Mary's hospital? No one!
152	I feel a lot safer biking with these.
153	Maybe not on every road, but on particularly busy sections
154	Maybe instead of inconveniencing the only two way traffic in the downtown corridor, you can drop a lane from center northbound and sierra southbound. The disregard of the cyclists and people on scooter for common traffic educate is downright dangerous.
155	Streets are narrow as it is and you have removed more area for cars
156	Great concept. However, it will fail, unless there's a major public education campaign. There needs to be a public education campaign in general about bike safety, both for motorists and bicyclist. The town keeps adding more and more ways for bicyclist to get around town safely, and that's fantastic. But it will never be successful, and they will continue to be fatalities, until there's a public education campaign. It is irresponsible to continue to do these projects, and not educate the public.
157	Byrd scooters sometimes block this. Require them to have a docking station.
158	I have no problem with the buffered space as long as it does not eliminate an already existing travel lane or a travel lane that existed before the pilot program. The streets and roads were designed for vehicle or traffic, NOT scooters and bicycles.
159	you built this for no one. these are never used. there is this moronic dream that if you build it, they will come. not true. reno is not a cyclist town. never will be. this is an election year stunt masked as a "green project".
160	Thank you for creating safer ways to get around Reno.
161	Docking stations for scooters and move the scooter/bike lanes back to next to the car lanes and car parking back to next to the curb WHERE IT BELONGS. Bike lanes next to the curb gets in the way of pedestrians, getting in and out of cars, and ability for car pickup/drop off out front of buildings.
162	Makes many tight streets, tighter. Changes of hitting a biker seems higher.
163	Once again, cars are the major mode of transportation for over 95% of the public, yet you cater to the vocal minority that doesn't pay for these changes.
164	Minimizes chance of either vehicle encroaching on the other vehicle's lane. However, I think the lane & buffer are a bit too wide.
165	the buffers get knocked down frequently
166	The 5th street version is better
167	Junk in the bike lane

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ID	Do you have specific comments on buffered bike lanes?
168	Nobody follows the rules.
169	Multiple times bikers exited without looking in the last week as I was driving down there. One slammed his bike into my vehicle, then got off the bike and tried to pick a fight with me. He was drunk.
170	Once again, the scooters read this as a pedestrian area. They don't work inside the buffers.
171	Love the traffic separation and would prefer more barriers for separation.
172	I have no preference over the two styles of bike lanes, the key to security and comfort is a physical barrier of some form between bikes and traffic
173	Loved this on 5th street! The buffer and barriers make the lane feel much safer
174	Raised or harder barrier at surface level
175	On Virginia near the Pioneer Center there are awkward direction changes due to the curbing design.
176	See comment above. Needs more robust physical separation/protection.
177	More physical barriers from cars protects bikers and helps bikers feel safer and more confident.
178	Makes everything too narrow. The vertical white posts create a weird optical illusion when driving. They are super distracting!!!
179	Dumb things that get hit constantly.
180	It is no longer available to make a right turn on red from 5th to Arlington unless you are the first car in line. Everytime I turn, I hit the white half balls on the street and it really rocks my car. If I try to turn around it, I almost hit the car in the left turn lane from Arlington to 5th. This is ridiculous. I don't know what drives our traffic planners, but its not good sense. AMy husband is a bicycle rider and he won't use those bike lanes. When cars open doors without looking, rider down
181	Much needed protection on busier streets
182	Traffic doesn't go fast enough to necessitate buffer.
183	Great idea. Safer for all parties.
184	Not needed. Waste of space.
185	As a bicyclist, these lanes are valuable. As a motorist, I would rather have two lanes again.
186	not good for local business...lose curb parking
187	I really love the idea of this. As a bicyclist, I've traditionally avoided Virginia street between Liberty and Plaza. I now feel much safer in the buffered bike lane. The only thing I don't like about it is how close together the lane dividers are. It's hard to get out of the bike lane, can't pass a slower bike, and the turns are tight with no room for error.
188	Worse than above
189	Keolis is the worst.
190	We really need something like this that protects bikes from vehicle traffic.
191	No
192	Refer back to my previous answers.
193	This is got to be the dumbest and stupidest idea yet
194	Please start ticketing scooter and bicyclists that are not using these designated lanes and then maybe they will use them and you'll catch a bunch of drunk drivers, at the same time.

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ID	Do you have specific comments on buffered bike lanes?
195	You've made the street look like a line to get on an amusement park ride. I think it looks cluttered and laughable that anyone could think this visual clutter enhances our cityscape.
196	It's less invasive than the barrier style. It doesn't present the ugly look. But again.. The riders need to be educated in traffic laws.. Just as if they were in a vehicle.
197	felt safer
198	severely limits access with motor vehicle for emergency service, how are you going to transport an injured person via bicycle?
199	However with the increase number of people parking may be a bigger problem as it already is
200	Poles lining the streets create confusion, slow traffic, increase danger.
201	That would be common sense one lane on each side of the street.
202	It takes up a whole lane thru a section of downtown. Keep it to a bike lane or within the parks
203	Necessary but it was not a good idea to reduce motorist lanes in order to fit these. Constantly feels claustrophobic driving through 5th street or onto it.
204	Concrete curbs for protection would be better.
205	This is the best of the instituted changes. It is more in line to the patterns people are acquainted with yet offers a protected lane for the bicycles and scooters. It is more common where I went to in Europe, The Netherlands where they know real bicycle traffic.
206	Great idea if you weren't crowding the cars beyond safety limits to friggin know what the road wants you to do. Buffer is a dead zone for tourists. All your cute little mini curbs are easy to run over and cause damage. Take your model to places with ample space for such amenities. You create dangerous congestion.
207	I ride my bike regularly with a friend who is scared to death of the cars and traffic. It makes ride bikes with her very difficult and slow going this feature would be perfect for her because she could feel safe using that mode of transportation
208	The whole project restricts access to business. Why is Reno so hateful business? The casinos have access but neighboring business does not.
209	Bikes and scooters can go both ways but automobiles can't? That's terribly unfair.
210	When I drive I always move over for riders. With downtown so crowded and space so tight, where is the room going to come from. The riders must be subjected to the same rules regs and fines as any mode of transportation is.
211	Seems to be safer for the microbility users and a good way to encourage alternative transportation modes (if not considering the parking buffers and the turning movements).
212	my concern is that there could be someone who doesn't see these as well at one point, and can just plow them down with their vehicle, and anyone that may be in the bike lane. I think that there needs to be some thought that not everyone will react in enough time under different situations. There could be a possibility of someone having a medical episode, and could just not have the ability to do the correct reactions, and cause damage.
213	This whole idea has impacted major events downtown such as Hot August Hights, and it will have a major impact to the Italian Festival as tents won't be able to be erected on Virginia St. Whomever is spearheading this project needs to be recalled.

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ID	Do you have specific comments on buffered bike lanes?
214	Creates safety for those riding
215	Wish that protective posts were more permanent and could stop out of control cars and trucks.
216	Return to the Center Street design
217	It looked like over engineering at first glance, but then I loved it. I'm always worried about judging distance away from them when passing a cyclist so this clear delineation seems safer and less stressful for everyone.
218	I like it better than no bike lane but more protection is better.
219	Bike lanes need to be kept clean of debris e.g. glass on a daily basis.
220	Very concerned that Reno spends ZERO thought or research when attempting any micro mobile project.
221	While this is a huge improvement over what are derogatorily referred to as "bike gutters" (bike lanes in the shoulder with no buffer from traffic lanes), it would be great if the physical barrier between traffic and the bike lane were more substantial than flimsy plastic poles.
222	This is the best option while not losing travel lanes when vehicle congestion is getting worse. And NO, the answer is not to stop driving cars
223	these are just dumb. Again, they take away space for automobile traffic
224	Idea may be good but the implementation is really rinky-dink. Looks stupid.½
225	take up too much space
226	Again- Alta - you're paying people millions to create conflict all in the claim of safety and security and increased mobility. Where are the current siteline surveys? What was bike traffic in those directions prior to implementation? What is it now? How are the scooter users using this space? Why are you endorsing traffic scofflaw behavior? BMUFL-CLTP. Those signs cost \$200, installed....
227	Once again gave away taxpayer paid space to people who don't pay road taxes
228	Visually confusing initially, but I see the purpose. Just seems like a waste since so few humans use it.
229	Scooters were coming OUT of the barrier area to pass.. AND to cut the corners onto the side streets..they are UGLY in photos under the arch.. AND all photos are off to one side now instead of centered..
230	Learn how to ride a bike and natural selection will keep doing its thing.
231	Would prefer just a little more permanent barrier between the lanes. But this is a great start especially for the pilot program!
232	Adds congestion to the majority of vehicle traffic for a very small minority population of cyclists
233	The white dividers create dangerous obstacles for the bicycles
234	Protected bike lanes are the only way to go anymore. Without the pylons people will drive over the line and leave you feeling open and vulnerable to someone not paying any attention to the road. This is one of the best parts is not just having the bike lane but making it feel usable for anybody.
235	Bikes and scooters don't belong on the streets with autos
236	I like that it keeps the bikes and those scooters out of the middle of the road.
237	I much prefer this to bike lines that are in between parked cars and traffic. No danger of being in the door zone.
238	These make me feel much safer.

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ID	Do you have specific comments on buffered bike lanes?
239	having all of the striping and cones along with cars and cyclists is very busy and confusing to determine who should be where.
240	Bikers did not follow basic safety or traffic laws. Would be better served having their own system away from the streets and pedestrian sidewalks
241	Having some physical buffer between me and traffic helps keep the cars at a safe distance. More of this please.
242	As a cyclist I felt protected while riding my bike with the buffer space between me and vehicles.
243	The scooters and bike riders don't always use the lane - I live in the area and many times they are either in the street, on the sidewalk and then do slaloms in between the posts.
244	Overkill to the max. Not necessary.
245	Again, a stupid piece of plastic isn't saving someone's life.
246	This has made me feel safest within the city of Reno
247	It's just more road space, see vehicles parked in them because street parking is difficult to access. It's messy and overwhelming.
248	Stop taking lanes away from cars as our population is growing, most people drive vehicles and need to get around town !!
249	If we could keep the buffered lanes along with the regular car lanes I think it provides better protection for bicycles.
250	I like these lanes overall, however there are issues with being seen when approaching intersections and with hazards such as broken glass and trash collecting in these spaces.
251	A regular white line should be fine so as long as bikers know how to stay inside of it and not ride the line itself. A "buffer" zone only takes away from driving room making downtown even MORE cramped. Bikers ride in the "buffer zone" anyway which takes away from the idea of safety.
252	the amount of parking eliminated is ridiculous, I can't quickly park and go into businesses on S Virginia
253	Same as above, needs more protection from cars and emissions.
254	I don't like how the buffers look with the poles. It does work for safety but visually, they are distracting and a lot.
255	What are u buffering of people don't use the bike lanes.
256	Cannot see around the parked cars at intersections. The bike lane flows into the path of right hand turn lane.
257	Cars shouldn't be allowed to park against these paths.
258	I hate all the white poles. Our down town looks horrible with fences and poles everywhere.
259	There need to be better barriers to stop cars from entering the non-car area.
260	That seems like a safe way to separate bicycles, etc. from vehicle traffic without negative impact on either. This works as long as the road itself is of adequate width.
261	I didn't mind it but I saw a lot of other cars incorrectly drive into this zone.

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ID	Do you have specific comments on buffered bike lanes?
262	Bicycles should have separate infrastructure from cars. Bikes already have bike lanes to accommodate them in infrastructure that was designed motorized vehicles that can go the speed limit, not human powered bikes. Instead of cutting into traffic even more, they should have their own separate pathways from cars and pedestrians. This project was clearly meant to save money instead of making the investment into new infrastructure designed for cyclists. 1/5 hated it doesn't even begin to cover it.
263	Get rid of this and put Virginia Street back as it was originally designed as a state highway route.
264	Too tight.
265	Even More Dumb!
266	Bikers don't use that lane they use the road still
267	I know this protects bikers, etc from sudden door openings, and appreciate it.
268	Still confusing as when the cars should on right hand turns.
269	The best option if this is really necessary.
270	I like when bikes have their own lane, as long as it does not add confusion to drivers.
271	Just... thank you!!
272	Causes more problems than it proposes to solve. Obvious caving in to unrepresentative special interest.
273	Seems unnecessary expense
274	I have seen too many bicycle riders who do not stay in their designated lanes when pedaling.
275	Feel way more comfortable with buffers.
276	In concept they are ok but again I see more bikes on sidewalks than in lanes and auto driving or parking in these lanes
277	This will definitely prevent a lot of accidents from cars
278	Colonializes the streets that were built and intended primarily for vehicular traffic, commandeering major portions of the asphalt for the very very few bikes present
279	Again, a good step in the right direction. I just wish the buffer space had a small concrete barrier instead of paint and wiffle ball bats.
280	Parked cars affected visibility to a dangerous level.
281	Get rid of it
282	The turns are too tight along the curb. Virginia and liberty should be a protected through for bikes. The flexposts should be bike rail (that stuff is great!).
283	I have witnessed few bikers. I see more people use the bike lane for walking.
284	Feels a lot more protected from cars
285	Very unsafe for vehicles and causes traffic congestion, rarely see any bicyclists in it.
286	Same reason as above
287	Let's focus on getting a better transit system and stop trying to be more biker friendly. Reno isn't a bike town and never will be. Too dangerous
288	Streets are for cars. Bikes use sidewalks
289	Extra buffer space feels safer to use than relying on vehicles to provide the legal amount of space. As a driver I can be more confident I'm safely passing cyclists.
290	This seems safer for bikers at intersections, driveways. Would love this expanded throughout the city
291	Just put the streets back the way they were unsafe for drivers exiting there vehicle
292	See above

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ID	Do you have specific comments on buffered bike lanes?
293	Bike lane too wide, reducing to single lane for cars increases congestion & pollution
294	Needs a barrier stronger than a few cones, I see a lot of accidents happening because there's no permanent barrier
295	Waste of space for both parking and cars lane
296	It feels a lot safer even though I realize these things aren't going to even stop a moped!
297	Debris in bike lane.
298	Drivers know how to stay out of the bike lane. You just added more things that make no sense. Let's be real, not that make people even ride bikes or scooters for this to be necessary. You make people not even want to go downtown.
299	No way, ewwr. Reno is growing and needs traffic lanes for cars, not the 1% bikes.
300	Please keep this!! It's so important I use it daily seriously at least 6 times a week and sometimes multiple times a day
301	I felt really secure riding this section. It was very easy to enter and leave the semi-protected area and most drivers respected the buffer.
302	this feels safest and that it can more seamlessly accommodate cyclists.
303	These are so essential to ensuring great ridership and helping our community meet sustainability-related goals. A must-have for the future
304	Well done! Once made permanent, I hope to see non-flexible bollards. Drivers can drive through these plastic moveable ones and still enter the lanes. Also, please make sure the space between bollards is small enough that cars cannot go between to enter the bike lanes.
305	Needs railing to keep the two separated
306	See previous comment
307	Def feel safer when riding or walking with an extra buffer with cars. Less worries about cars blindly interacting with you
308	It is useful. If you didn't have it bikers ride on the white line anyway, thinking they are invincible.
309	Garbage
310	Wasted road space. Put the cars back on the road. Traffic sucks.
311	Just freaking remove the bike lanes. If you want bike lanes so bad create one somewhere else that is not disrupting to automobiles.
312	It's wasting space. This doesn't protect the motorists at all. It shrinks the motorists lanes, their cushion of safety and prevents being able to pull over to the sides of the road in emergencies.
313	It is difficult to distinguish the lane from the road's shoulder. Users do not abide by road conventions.
314	Keeps cars from parking in the bike lane and makes the bike lane feel much safer and more reliable!
315	Makes the roads narrower
316	I love this system on 5th street, it makes my commute to the University through Downtown feel so much safer and I can be more confident bike commuting.
317	Hate driving down town now

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ID	Do you have specific comments on buffered bike lanes?
318	I like riding my bike around downtown because I don't have to deal with parking. I feel safer with protected bike lanes and pole markers due to the inattentional blindness of drivers. But street cleaners can't or don't clean the bikeways due to the pole makers. There is so much street debris that it is now unsafe to ride in the protected bike lanes. They need to be cleaned too. Or come up with a different barrier. Botts Dots or Rumble barriers?
319	Creates blind spots. Unnecessarily complicated.
320	Buffered lanes feel much safer. As a result I ride my bicycle more often on these streets than I otherwise would.
321	more please
322	slightly hard to enter at some points (e.g. Virginia and Liberty), but otherwise very useful
323	Parking reduction
324	That's not a true buffer zone. The cones would give bicyclers a false sense of security. Anything other than concrete Jersey wall, not plastic ones filled with water or sand, a vehicle will easily penetrate it.
325	I like the idea but do not like it in application. Impractical. Making main streets that should not have impeded auto lanes and needed parking causes congestion, frustration, confusion, especially when traffic signals, turn lanes and other traffic considerations are not accounted for.
326	These were great, but the street sweepers couldn't access the bike lane and they were often covered in broken glass. I never got a flat, but was definitely concerned.
327	Way stupid. Please take it down. Too few people are using and they are not using it correctly.
328	Baseless
329	A waste of funds. The users pay no attention to the buffer.
330	These lanes are only place I feel safe biking in Reno with how poorly people in cars respect space of bikers.
331	Reno has a 1 way Southbound Lane on Sierra the cycle tracks have shut 2 way traffic needed for business already suffering in the area and traffic flow. There are not enough bikes to make it a value to any of the businesses for such a stop gap
332	People using the protected space do not stay in the protected space and leave scooters lying around within and outside of the protected space
333	Buffered bike lanes can be a great idea but not at the expense of existing primary roadways.
334	As long as these lanes are used by cyclists & scooters, and they are not confusing for visitors, then fine. But once again, this should not be a priority with a city that has other more pressing issues!!
335	This at least increases driver awareness not to cross into the bike lane.
336	Bikes and scooters don't need that much room
337	Thos is great on bigger streets as it allows both biker and driver to feel safe
338	On brand new roads, this is a great idea. On existing roads, sacrificing a lane is not worth the extra traffic this would cause.
339	The main reason for a street is for vehicular traffic. If you want to waste money on barriers I suggest you start taxing bike to pay for it.
340	I love riding on 5th with these

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ID	Do you have specific comments on buffered bike lanes?
341	I felt safer while cycling on my commute. These lanes seemed to work well when street parking wasn't necessary.
342	Best if separated by a raised or landscape strip.
343	Not marked well
344	I'd prefer a sharrows type lane, or no seperator. Sometimes you gotta go left.
345	The people using these lanes don't stay in em they ride in middle of street these are useless
346	Not needed, simple bike lane only
347	All microvehicles need to stop at intersections
348	Again there needs to be more of a physical barrier to protect micro mobility vehicles and the humans operating them from vehicles
349	Wonderful feature, I feel much more secure.
350	More of these in Reno!
351	Dangerous
352	I like the idea but the way it is installed makes it feel like construction and cluttered.
353	Taking away street parking and or traffic lanes in an already tough to park city with an expanding population is counterproductive
354	A small step in the right direction but really the additional protection vs regular bike lane seems negligible. Is there data quantifying additional safety?
355	Yes, all bike lanes should be buffered.
356	Prefer more substantial buffer, for example parkways with trees and other plantings, ideally pollinator friendly to further fill Reno's new Bee City designation.
357	Do it everywhere
358	The answer to question 2 applies.
359	Love the protected space but there was a ton of broken glass along the entire section I rode on 5th street.
360	Education for motorists once made permanent :)
361	I felt very safe in the lane away from cars.
362	Felt protected!
363	No room for actual traffic. Giving 3 feet is not possible without placing yourself and others in danger of a colission.
364	This would be fine, as long as traditional vehicle lanes aren't minimized to make room for it.
365	This is also wonderful! It is such a different feeling to ride while protected and separated from traffic! Drivers in Reno are not awesome to ride next to mainly because they are not educated as to bike traffic rights.
366	I like that it keeps cars a safe distance from cyclists.
367	Not necesassary but is a good visual reminder when driving alongside the lanes
368	How many people use these lanes compared to autos?
369	Hate idea of dedicating and taking away traffic lanes for bikes. Let share the existing road!
370	We need 2 car lanes!
371	A bike lane is a bike lane, only children need buffered and children aren't riding around down town

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ID	Do you have specific comments on buffered bike lanes?
372	This feature would be nice except that bicyclists don't use them. On multiple occasions I have had to swerve into oncoming traffic because people on bikes and scooters were on the street and not in the bike lanes
373	I don't mind a wide shoulder for riding, but it comes with many of the issues that I've outlined in my previous answers. It makes downtown far more crowded and harder to navigate and the resulting traffic just makes it every bit as dangerous to ride as when you had to hug the curb or take the sidewalk at slower speeds
374	All you've done was cause problems with motor vehicle traffic, these bicycle riders don't need so much space besides they still ride on the sidewalks and our Police department don't ticket them.
375	I particularly like having a barrier between yourself and traffic.
376	As long as it was one direction for the bike to travel it seems ok and is easy to see.
377	Waste of space for the little it is used. It is no safer since many on scooters and bikes don't follow the street signage anyway.
378	No
379	They're okay, but again, there's no signage. No one understands the use.
380	Bikes and scooters alike weave in and out. It doesn't keep them separate from cars.
381	Thats much better and safer
382	Took away much needed vehicle driving lanes and parking. Too dangerous since bikes/scooters come out of nowhere and do not follow the rules themselves.
383	As a cyclist this was safe and convenient
384	On 5th Street they take up too much of the street. Coming out of parking lots of some businesses is practically impossible without going into the other lane because of the poles. Business trucks can't get into some businesses along Fifth and they certainly can't park in the street like they used to. Check out JJ's Pie Co. Difficult trying to get out of their lot if cars are parked there.
385	Buffered bike lanes remove the stress from biking directly next to traffic.
386	Same as before.
387	These would be great if you could contain the scooters in their zone. The riders are all over the street, weaving in and out of the cones cutting off traffic, and creating potential accidents. Bikes are avoiding the zones and blocking car traffic lanes because the scooters are not abiding by safety rules. It's all a mess. Issue tickets with fines for scooting recklessly! And make the bikes stay in the bike lanes. Please.
388	Buffering is the way to go!

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
1	Do mike pay gas tax?
2	Also nice although felt a little unusual being to the right of parked vehicles. Some turns following 45 ^o curb could potentially be tricky especially if there were large parked vehicles taking up space and blocking some visibility.
3	Cars are parked on bike lane
4	Consider outreach information to stay aware of auto passengers may transit bike lane. It's not a racetrack.
5	Continued consideration of sight distance at intersections may be needed.
6	There need to be four-way stops at all intersections for the safety of drivers who have to pull out to see past the parked cars.
7	This is not working so far on Virginia between 1st and Liberty. The bikes ans scooters are not using the lanes and don't want to weave between parked cars
8	Without a physical divider drivers creep into the bike lanes
9	Straight, like your going to change it now !
10	Great for bikes, confusing for Parker's and hard to get out when on bike
11	See previous
12	one way each side seems to work but it confuses those who drive and need to park. The white candles are not attractive
13	LOL, what are you guys thinking? This is awful
14	This doesn't work and has caused more headaches for local businesses
15	This is still better than the locations with plastic bollards because at least there are cars providing more of a buffer.
16	I think this is a good idea especially with scooters cause they tend to go wide on the two way bike lane. When it's just one way people tend to be more inline.
17	The barriers aren't enough and passenger doors have opened up and almost hit me. Intersections get scary because drivers aren't used to looking so close to the sidewalk. Also pedestrians don't look out for cyclists. Especially near the ROC building
18	Woke, Woke, Woke. These kids don't even know how much poorer they are than their parents. They have been brainwashed into thinking riding a scooter is helping the environment. Lol. They just can't afford a car.
19	Again, love being separated from moving traffic. Only issue is I encountered a family getting out of a car and the kids were not looking into the bike lane and tried running across it. I was going slow enough that I could stop and make eye contact and we all just got around each other. Could be more dangerous with someone going faster.
20	My only beef is that with people parking next to it, they are not looking before crossing to their vehicle and then get mad at the bikers, or they leave their car doors open and you have to dodge them.
21	Would love to see these throughout the city. Mayberry, Plumb, Vassar, etc.
22	The only issues are for the RTC buses and the stops along these buffer zones. Along 5th street it is difficult for the buses to pull over to pickup passengers. They have to stop in the drive lanes between Arlington and the road just before the Gold Dust West casino. Also buses turning don't have the clearance for wide turns, many times they are forced to run over the corner barriers.

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
23	removing primary lanes of travel to support a minority (bike riders) is a bad idea, San Luis Obispo has done this studied this and the utilization is minimal on the bike side, disrupts primary traffic doesn't encourage new bike riders
24	This one is the best as long as Virginia is two ways again
25	Again - snow removal problems, plus now when you park your car you have to watch for bike and scooters before getting out of the car. And again, what about the people that don't ride bikes or scooter - instead of catering only to these bike enthusiasts, maybe consider the rest of the population. Not everyone can walk long distances or ride a bike. Also if unloading a wheelchair you will have to dodge bikes that will not slow down for you.
26	SEE ABOVE
27	Once again only about 10 people ride bikes. Complete waste of tax dollars to make dedicated bike lanes for 10 people. I dont know if you noticed but we live in a mountainous region. Riding bikes around here isn't exactly practical. Make more room for vehicles and parking. Not stupid scooters and bikes.
28	Same as above.
29	Screws up the traffic pattern for vehicles
30	See above. Someone is going to get killed!!
31	Feel so safe
32	No
33	I don't think there needs to be parking on Virginia street at all
34	Like how it provides more parking along with a designated and safer area for bicycles
35	Felt much safer as a rider. However driver education necessary as visibility is reduced and driver pulling into mid block parking lot may not see cyclists, cutting them off (this happened to me and was scary)
36	Second best solution here.
37	The buffer is a horrible idea. Who needs to be voted out for this.
38	More efficient use of space.
39	Cameras are needed
40	Buffer is a waste of space when the parked cars are the buffer
41	Not a bad idea.
42	I think these are great, as it is scary to ride next to parked cars which may suddenly open the driver's side door, thus pushing you into the road and/or making you fall onto the street. Having the cars on the left hand side of the bike path means you are further protected from traffic. You would just have to make sure there is enough buffer room that cyclists are not being hit by the passenger side door if it suddenly opens.
43	That's nice
44	The way the lanes jog around sidewalks makes it awkward to keep within the buffered lane and not run into the curb or the buffer.
45	SOOOOO great!!! don't have to worry about hitting car mirrors or doors of parked cars
46	What we need regionally! No zigzagging along modified car parking cutouts in sidewalks, but straight, safe lines!! Perfect!

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
47	I've been hit by side view mirrors too many times to count, but the buffer makes it more dangerous to get back into traffic to make turns because drivers are paying even less attention to bikes because of the buffer
48	just need some signage to remind drivers to park outside the bike lane
49	Not used very much
50	So you put the driver of the car in danger of getting struck by a car There are far more parked cars then there are bicycles
51	The city has trashed downtown with this idea! Hate it!
52	parked cars are more protection, but street parking is a low value use of public space
53	They're okay, but several problems. Would be much better to have these at sidewalk-height.
54	I don't like be that separate. I think it's dangerous when trying to get into traffic when the bike lane ends
55	Love the protection of the parked cars between the micromode lane and the main traffic lane. Wish these were also 2-way though. Annoying to be going somewhere on one side of the street, but have to cross because it's the wrong direction. So have to cross twice to get to destination on the same side of the road that I started on.
56	BRING BACK VIRGINIA ST! Our iconic symbol has been ruined. Picture when it was closed for Hot August Night. My friends from CA share photos under the Arch...yea, now there's a bike lane barrier and 1 lane of cruisers. What about the Italian Festival...? It is always packed, now there's less room...did anyone think of this? ?? Why not Center St? BTW if you park on 5th ST watch out when opening your car door, I've [REDACTED] near hit a couple that didn't look and pssing cars are way too close, ROC
57	We need real public transportation
58	Makes it more difficult to park and allows for less room to exit your vehicle safely.
59	It negatively impacts access to St Mary's. Incase of an emergency this could cost someone there life.
60	Worst idea ever. Putting parked cars right on the edge to be sideswiped at will. Again, for a miniscule percentage of bike traffic. Also, ask the engineer of this how it will be plowed if we have a snowstorm.
61	This is even better than the bike lane separated by the plastic posts. Feel so safe!!
62	This is incredible, want this everywhere. Make me feel safe to ride my bike.
63	Like the buffered micromode lane, these lanes make users less visible to cars, and thus less likely to be seen or acknowledged. With both the buffer and parked cars, cars in the main road can't see riders in the lane, leading to cutoffs. I've often seen vehicles parked in the bike lane right before the start of the parking buffer. They're legally parked, but it cuts off the entire section of the bike lane.
64	making left turns can be sketchy if there are parked cars hiding cyclists from view.
65	I recommend making the curves around the parking area gentler for bikes since the need for speed is real when going downhill. I would also recommend a harder barrier that can't be easily knocked aside and obstruct the bike lane or allow a vehicle in the bike lane.

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
66	The one on 5th Street makes a huge difference in biking across town. The parked car buffer makes me feel somewhat safer. I'd suggest more sturdy barriers, some have already been knocked down.
67	Again they don't care and disregard for anyone else besides themselves. They don't follow the laws or rules
68	Bicyclists have remarked the straight transit is great, but turns require more effort and make them vulnerable, as drivers don't have to watch out for them as much on the straightaway and so sometimes don't see them when they prepare to cross traffic.
69	Eventually, this sort of protection may not be necessary but cars in Reno are woefully unaware of bikes. For now, it's a fine solution.
70	Felt safe. Didn't have to watch for opening car doors.
71	For the scooter the pathway needs to be smoother no bumps or potholes. Further the twists need to be eliminated. Much easier if a straighter pathway.
72	Not too sure about this idea. As a bicycles tend to swerve out from in between the parked cars.
73	This makes cycling feel much much safer and more enjoyable. The less anxiety I experience while cycling around automobiles, the more likely I am to use my bike for commuting, going to businesses, etc
74	This design neglects that parked vehicles are sources of pedestrian traffic. This us more dangerous for vehicle occupants leaving and entering the vehicle. The drivers side passengers are closer to vehicle traffic and passenger side people now open door to bike and scooter traffic. In a conventional configuration the passenger side tpically opens to a sidewalk - more safely allowing elderly and children to enter/exit vehicle. 5th street is bad design. MORE BLIND spots for Turning cars/driveway
75	It is nice to have a parked car as a shield when biking to protect you from drivers running you over.
76	They travel in both directions. They could care less of the directional marking
77	Love it! The protection that parked cars give is nice. Visibility could be an issue but I haven't experienced this. It ends a bit abruptly at Keystone (or nearby). Really wish they could do something like this on 4th street all the way out to McCarran!
78	Feels like it makes the vehicle drivers more aware of speed and makes them pay attention by bringing the cars closer to the travel lane
79	forces motorists to open their doors to incoming traffic since they NO LONGER can park along the street. who thought this was a good idea?! maybe if you force the entire Reno driving population to switch to right side drive. this would be more workable.
80	I love feeling protected from cars. I do find it hard if I want to turn left down a side street from a buffered lane to be able to do that.
81	The cyclists don't follow the rules! Nor do the scooterists.
82	It's much better. The neighborhood feels more quaint and traffic has slowed down significantly when there were many drivers speeding to pass each other on the 4 lane street.
83	too dangerous

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
84	Didn't hate it but previous option is better. Depends on how highly used the tracks are & whether or not scooters/other non-bicycle travel are allowed in the track. Scooters or bikes might try to pass each other because of different travel speeds. The passing traveler will be in the parking buffer zone & could get socked w/a car door. Also, someone getting out of their car and stepping into the buffer zone could get smacked by the passing micro-mode traveler.
85	Dangerous for parked cars and traffic
86	I have mixed feelings on these. It allows for parking which is good and bike are further protected from traffic. However, it is much harder for cars to see a bicyclist in the lane. I have already had a few very close calls with drivers turning into a business and almost hitting me on my bike.
87	Ridiculous
88	My Favorite so far! Seems easy to implement, effective, and makes me feel very secure. If every bike lane in Reno were like this I'd bike to so many more places.
89	Waiting for the day my passenger opens the door and hits a biker.
90	Same comment as Buffered Micromodal lane.
91	No
92	Confusing. Micromode can exist next to traffic in its own lane. But parking should remain on the curb as usual.
93	In other cities, drivers don't understand how to use this space correctly and park in the bike land unless it has a barrier.
94	Buffer looks tacky needs new look
95	No white buffer zone needed if there is a parking buffer? Still need lanes to drive in for autos!! Again, don't make it too hard for drivers or businesses may suffer!!
96	Buffering could use some more work
97	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.
98	It's definitely better than a regular bike lane. I really like these as long as there is enough room for people to open car doors clear of the bike path
99	Reno is eliminating lanes that are frequented by vehicles, and therefore eliminating safety.
100	There has to be a balance between promoting bicycle use and accommodating vehicular traffic. The changes dont get that balance correct and over optimize for bikes creating issues for vehicles. I support the intent but the implementation needs more balance.
101	I use these lanes along 5th Street and I love them. They feel much safer and less stressful than non-protected bike lanes. One issue I've had is that cars turning right across these lanes aren't in the habit of checking for cyclists (or maybe don't know that there's a cycle lane on the other side of the parked cars), so I've been cut off ("right hooked") a few times as I try to bike straight through the intersection. Better signage for drivers might be helpful.
102	Good way to win support from the naysayers...who doesn't love parking??

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
103	Good but odd the moving in and around parked car locations. Feel like I am in a blind spot at intersections requiring extra attention to motorists.
104	Same as above, nice idea in theory but it's poorly executed downtown because it's all so inconsistent.
105	Like same direction of traffic but understand people traveling wrong way because I like to see what is headed my way too.
106	Other drivers get confused which can result in accidents.
107	I haven't seen this yet. Reno/Sparks has needed protected bike lanes forever! The micromode track has to have some device like posts to protect the bikes or the California drivers will use it as a passing lane!!! The parked cars would protect bikers. The barrier needs to be at least a door wide to protect bikers from opening doors.
108	somewhat better than the rest of this mess
109	The stop sign at 5th and Ralston can feel a little scary on a bike if someone in a car is turning right. They don't look for the cyclist.
110	Would love this on Sierra and Center Streets in particular for navigating downtown. Virginia Street was an absolute mess especially with events and lack of support from downtown businesses.
111	This is how pedestrians die. Protect the few bikers we have, yet a person getting into their car with kids has to fight traffic.
112	I'm all for this buffer. I just don't like where you have parallel parking between it and the auto traffic. People don't know what to do with it and it causes more confusion and risk. Plus, the cars parking have the potential to injure bike riders.
113	This is a GIANT waste of money based upon the friendships of the members of the city council and their friends. Bike lanes in Reno are hardly used from what I have seen. While it is good to have bike lanes the old fashion single lane with a white line are sufficient.
114	There is much higher automobile traffic within the Reno/Sparks metro area that should be prioritized. This is negatively impacting businesses by limiting two-direction traffic flow. This idea also creates a hazard between parked cars and bicycles.
115	This makes much more sense than parrallel parking and then a bike lane, as it gives natural protections to the track that couldn't be given the other way around. A car can protect a pedestrian from damage, but a pedestrian will do much to stop the car.
116	Fantastic. Protects bikes.
117	Riders need to use these as intended, not ride in the car lanes.
118	Try being a pedestrian trying to cross the street. I used the flashing unit but had to walk clear out into the lane to make sure the moving traffic stopped for me. You cannot see traffic coming or going at ROC on 5th and Nevada Street.
119	Service vehicles will wind up using the parking and bike lane making bike riders to travel in vehicle lane.
120	The ability to move both ways down these streets make them more accessible for public transport while also allowing for private microtravel to be safe and accessible.
121	This is the best option.
122	UGLY AND STUPID
123	Lots of side mirrors are going to be hit.

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
124	Looks safer than the two way bike lines.
125	have to experience it first to comment
126	Same comment
127	Will need more outreach to drivers on parking awareness & crossing of bike lanes. (see intersection issue discussed above.)
128	Giving bikes and other micro mobility vehicles a separate dedicated lane is the best option, Although they would be improved with an actual curb separating cycle track and roadway.
129	We like these too, only they do not feel so safe as drivers are often careless when opening their doors when parked
130	UNSAFE
131	This is better than the pin protected buffer because it puts large vehicles as a physical barrier between moving traffic and non-automotive pedestrians.
132	Bad idea, get rid of it
133	I like the buffer of parked cars, smart thinking.
134	Do not like loosing roadway and parking to others who pay nothing for the design and maintenance of the facilities. Have to believe these changes have also greatly increased costs for painting and associated labor.
135	The cost of putting in the lanes ,materials, taking down, putting them back up is a stupid waste of money and personal. People in Reno have NO say in the expenses and changes to our city. How do you get to spend our city taxes with absolutely No input from the few remaining businesses that are left.
136	I would like it, if more cyclists used it.
137	Driving lane for autos seemed really cramped. At night, I sometimes thought that the row of parked cars was a line of cars waiting to pull away.
138	Super ugly and just plain silly. I would wager that more the number of cars parked on the sides is greater than the number of bikes that use those lanes on any given day.
139	The buffer has to be something large and bulky—like plastic jersey barriers—if not permanent. The little plastic sticks get knocked over way too easily and no barrier at all invites people to park all over the lane.
140	The amount of parking capacity wasted as well as the congestion this caused to street traffic does not appear to be worth the lack of utilization from bikes. This setup makes trying to cross at intersection absolutely sketchy.
141	These are great.
142	Liked it but again it was difficult to navigate when the track began or ended.
143	One word. Safe!
144	Neither bike nor scooter obey the laws and rarely use em on the weekend after 8 p they are usually in traffic. And driven by people who would not be allowed to operate a car

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
145	Great concept. However, it will fail, unless there's a major public education campaign. There needs to be a public education campaign in general about bike safety, both for motorists and bicyclist. The town keeps adding more and more ways for bicyclist to get around town safely, and that's fantastic. But it will never be successful, and they will continue to be fatalities, until there's a public education campaign. It is irresponsible to continue to do these projects, and not educate the public.
146	Byrd scooters need a docking station.
147	This would be OK, also as long as it did not eliminate an already existing travel lane.
148	extreme waste.
149	Love the separation but drivers making right turns have harder time seeing micros behind parked cars.
150	I love the space.
151	Docking stations for scooters and move the scooter/bike lanes back to next to the car lanes and car parking back to next to the curb WHERE IT BELONGS. Bike lanes next to the curb gets in the way of pedestrians, getting in and out of cars, and ability for car pickup/drop off out front of buildings.
152	The roads should be for the cars not cycle traffic
153	This is the best option for bicyclists.
154	Again, good to keep cars & bikes separate, but too much space allotted to bikes
155	Nobody follows the rules.
156	These seem to be utilized the best by bikers.
157	Keeps bicyclists safe from opening car doors
158	I like this design as long as there is protection for cyclists and riders to not get doored.
159	You can NOT see even to turn right out of KFC because of the cars sticking out like that. I no longer go to businesses on 5th st. It's slow due to all of the stop signs & traffic. Virginia St is ruined too.
160	Loved this on 5th street! With the barriers and the cars parked outside of the buffered bike lane, I felt totally safe riding with kids in this lane. More of this, please!!!
161	Two-way mobility lane on one side of the street
162	There are awkward transitions from dual lane to opposite side lanes and bicycle traffic lights that I didn't see at first.
163	Put these tracks in everywhere! You can install them without losing a single vehicle parking space. This is a zero-controversy option to install widely in Reno.
164	More physical barriers from cars protects bikers and helps bikers feel safer and more confident. Cars are a good way to do that.
165	Yes. Crossing from the NE corner of Nevada Street and 5th you have created a VERY dangerous situation for pedestrians crossing from ROC to the parking lot on the SE corner. Drivers going west on 5th cannot see pedestrians trying to cross until the person gets out in the street past the parked cars. The parked cars are parked too close to the intersections. And the drivers do not stop for the flashing crossing lights. Twice in a week I was about hit even after being extra careful. You cut off my
166	This is the only option that should be used. Safety being number one reason. Traffic flow won't suffer either making everyone happy to a point.
167	See above comments

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
168	Because of the parking extended to what used to be an active lane, it is easy to get confused at the Ralston/5th St intersection stop sign. It appears the parked car is in a driving lane, and drivers hesitate to proceed intersection
169	I think the one-way is much safer than the 2-way, especially at intersections where cars and pedestrians have to interact with users
170	Not enough micro traffic to be necessary.
171	One of the most challenging things about bike commuting can be people parking in the lane/biking on the inside of people who are entering or leaving the parking area. Therefore, this sort of design that provides a buffer and runs the bike path inside of the parking can be really beneficial. It takes away some of the fear of someone opening their door into you or something like that as a biker.
172	Not needed. Waste of space (buffer zone).
173	Seemed a bit confusing at first, but makes cycling much safer.
174	Takes up too much space
175	Same
176	We really need something like this that protects bikes from vehicle traffic. It makes way more sense to have the bike lane next to the sidewalk and THEN the parked cars next to the road, protecting cyclists.
177	No
178	Guess we are waiting for someone to get run over
179	Increases wait times and traffic congestion.
180	Posted signs stating that all scooter and bicyclists must use these lanes would help.
181	And again..it's only as good as the user.sum of these scooter riders don't use common sense when incoutering a 2 ton automobile.
182	doesn't seem like an afterthought, retrofit etc
183	reckless and dangerous for lack of enforcement
184	Parking lane increases danger for drivers, slows traffic.
185	This just creates confusion on how a bike or a car is going to share the same side of the road more likely will cause accidents when people are parking or bikes are trying to get out of that lane
186	Cyclists don't care, they drive in the wrong direction all the time. If this is going to become a permanent fixture, it should be completely straight. I.e. bad implementation on Virginia and court.
187	Impossible to drive with. Everybody finds better activities. Not stupid traffic congestion
188	It concerns me that the businesses and residential spaces behind these tracks won't be accessible
189	It's just another way to expect my car to be damaged by reckless riders.
190	There's not enough room for automobiles
191	Worried about people walking out of the adjacent building to their car and not looking for bikes.
192	Takes time to get used to, but a sensible idea. Very good to give a buffer space to keep cyclists safe from car doors opened unexpectedly.

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
193	Everyone seems confused! It's not clear what are parking spaces, even with the painted markers, because it seems like it should be a driving lane. I see many drivers using it as a driving lane if there aren't vehicles parked. Vehicles aren't sure where to park and sometimes park in the micromobility lane.
194	See prior comments. Who's lining who's pockets? After the Lime Bike Project fiasco, someone went to another vendor to supplant the bike issue in favor of the scooter project. Virginia Street and 5th street are so screwed up I avoid them both like the Bubonic Plague.
195	They are amazing but I wish there was a larger open door protection zone.
196	Return to the Center Street design
197	When the parking begins/ends after/before the intersection I've noticed some very short/quick right/left movement that can be a bit jarring. A more gradual right/left would require more space and less parking so I understand the trade-off.
198	People didn't park there.
199	Bike lanes need to be kept clean of debris e.g. glass on a daily basis.
200	Very concerned that Reno spends ZERO thought or research when attempting any micro mobile project.
201	if cars are parked, delivery trucks are unloading, buses are in line, drivers are besieged with multiple decisions to be made.
202	Don't do it.
203	see comment on above
204	Tell me again how you're going to keep this free of broken glass and debris, with all the homeless and marginalized in town? Is this REALLY the way to bring families into the urban setting? You really think this will cure the diabetes and AQI indices? You're naive.
205	Killing parking and businesses
206	Waste of the actual taxpayers money
207	again, one street over would have been better than messing up Virginia Street.
208	Dumb
209	A waist of space
210	The parked vehicles create yet another obstacle the bicycle has to maneuver to turn.
211	Gives a great buffer for people to get in and out of there vehicle and not have someone block or hurt another.
212	Bikes and scooters don't belong on the streets with autos
213	I think this is a great solution, one way bike lanes are the best way to do this, with one street having a one way and another street having another one way in the other directions
214	Great in space limited areas, and better than the alternative. Needs enforcement to keep delivery trucks from stacking pallets in the bike lanes though!
215	This is confusing the drivers have you seen somebody's older drivers pull their vehicles into these bike Lanes you should get rid of this

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
216	The parking spaces are not wide enough for the cars to park and have people exit them safely. The fact that parked cars are not on the curb is counter intuitive to traffic. It makes the driver think that there is another lane. In addition, the parking spaces are too close to the intersection to allow traffic to turn safely - inevitably the turning car has to either go into the parking space or into the oncoming lane. The spacing on this entire project is wrong.
217	Really?
218	Genius, more crowded streets to make yourself feel good.
219	I liked going to downtown Reno for dining, entertainment etc. I'm disabled so i can't ride or walk much. I drive. I am less likely to go downtown at all now and am looking more to Sparks where I live to make going downtown unnecessary for unique dining. It's difficult to navigate by car. Scooters, pedestrians and bikes do not obey traffic laws and cause concern for everyone's safety. I now avoid the entire S. Virginia area down to at least Vassar. It's easier to navigate San Francisco.
220	I would only like it if there is 2 way automobile traffic
221	Stop taking lanes away from cars as our population is growing, most people drive vehicles and need to get around town !!
222	Again, this is fine as long as you keep regular car lanes. If it means removing Carline's from the downtown streets, it's just not effective.
223	Bikers don't respect the buffer.
224	The lane elimination is killing traffic flow, it's ridiculous
225	Solid, plenty of space for bikes with a later of protection from erratic and aggressive drivers.
226	I don't like the one way via car. We already go south on Sierra street and north on Center street. It's now confusing and frustrating when driving when it cuts off to one way and we're now thrown different directions. It can be pretty confusing for new visitors too. Being in scooter, I don't feel it impacted much.
227	Again no one uses the bike lanes and they are not enforcing traffic laws.
228	No parking should be allowed
229	Bicycles should have separate infrastructure from cars. Bikes already have bike lanes to accommodate them in infrastructure that was designed motorized vehicles that can go the speed limit, not human powered bikes. Instead of cutting into traffic even more, they should have their own separate pathways from cars and pedestrians. This project was clearly meant to save money instead of making the investment into new infrastructure designed for cyclists. 1/5 hated it doesn't even begin to cover it.
230	Put the historic nature of Virginia Street back for the sake of traffic and visitors
231	Improve it by adding a 12-foot-high (or 8ft or 10ft, whatever height is best) solar panel covers to provide shade, capture energy, and prevent snow from getting on that part of the road making it safer for cyclist to use during winter months.
232	Too tight
233	City of Reno Dumb!
234	See earlier comments
235	awkward! When in my car, trucks, campers, trailers, etc. in the parking slots stick out into the car lane.

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
236	Service and delivery vehicles will and do use the bicycle and, if available, parking lanes for their needs forcing bicycles and scooters into the vehicle traffic lanes.
237	Harder to park in.
238	Emboldens Reckless bicycle riders. Causes confusion. Reduces needed two-way traffic. Again-quit caving in to unrepresentative special interests.
239	These are better 1. Reno has removed almost all street parking in the downtown core especially on Virginia St and then you don't understand why businesses can't make it. It's because almost all businesses on Virginia St depend on access auto traffic #1 (85% plus) and then pedestrian (14%) then 1% other. 2. Auto parking better denotes and is a lot less confusing to both auto traffic and micro and then the sidewalks. Where this is denoted in the city a lot less bikes and scooters use the sidewalks
240	Please... spend your time and efforts on educating all on the road. The most vulnerable - us on foot or cycling need to be reminded that we ARE the most vulnerable and to show courtesy to drivers and follow traffic laws while effectively messaging drivers to do the same because we are being asked to use the roads responsibly, not in a "Mad Max" that we see with some cyclists and 75% of the scooter riders.
241	If parking spaces and bike lanes are on a street together, this is the best way to place them, good work. The only way this could be better is if we got rid of the parking spots altogether. 40% of Reno is devoted to parking space, and many of those spaces are empty from evening to morning when suburbanites leave downtown to go home. More housing downtown, remove parking spaces and garages, more bike infrastructure. Build a downtown where people can live, not just a place to park cars!
242	Visibility/safety issues for auto drivers
243	Get rid of it
244	This is great!!!! I feel safe enough to take my kids on it too. The signal timing makes it really slow but a green wave progression of 12 mph would fix that...
245	Causes parking issues for businesses, the ones that are still left. The majority have gone out of business due to this terrible idea.
246	Vehicles sit too far from the curb. A friend had his car wrecked there by a drunk driver. Its confusing enough downtown with making things really hard for the drunks driving there
247	Once again, keep the roads wide for cars.
248	I saw vehicles drive through the parking buffers when they were initially created. Now that it appears more clear they are parking, the lanes run smooth and spaces seem to be available any time (outside of ROC), and easy to access. I wish there was a better solution for already existing loading zones cut into the sidewalk that require crossing the bike path to enter (Ex. First block W 5th Street). Maybe have the bike lane follow the sidewalk edge and the loading zone be in the street.
249	Again put it back the way it was
250	How can delivery vehicle get through. Poor planning. Need to have non millennials doing the research and design
251	Again, no room for cars to drive

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
252	This feature I do like, feels nice to ride with out the worry of someone swinging their car door into me, & cars parked all over the bike lanes! 🖐
253	Once again, not everyone uses these lanes properly.
254	Some streets in Reno are too narrow for this, but overall we mostly like the idea. Downsides are that it forces cars to park closer to traffic instead of at the curb and is harder for people with disabilities, but the upside is it protects bicycles from traffic.
255	Very little space for automobiles.
256	Waste of space for both parking & cars
257	This is nice and practical but I do wonder about visibility. As a driver, I guess this makes me want to drive a bit slower because the road is a bit narrower, but I suppose that's actually a good thing.
258	Debris in bike lane. Can't see cyclist approaching intersections as driver.
259	It's dumb!!!!
260	Do not reduce traffic lanes, we are growing. Downtown is a cesspool. You will confuse tourists and cause another midtown mess.
261	This was my favorite part of the project. It was a pleasure to ride. I wish my entire commute to UNR from midtown had this infrastructure, I would ride to school more often.
262	whenever there is a physical protection from motorized traffic, a cyclist feels safest.
263	These are great too, and keeps cyclists safe from getting "doored"
264	These also seemed a little too narrow for two bikes to be side-by-side.
265	Can't stand anything that is one way.
266	Those are my favorite, high safety, protects riders and drivers the most
267	Felt much safer as a commuter. For the pilot, there were a few challenging spots, including the protected lanes around fifth and Virginia curve into/out of old parking spots. This section is particularly challenging to navigate as a cyclist, and visibility is poor of the traffic light at Virginia while headed west on fifth.
268	Absolutely confusing.
269	JUST PUT IT BACK THE WAY IT WAS!!!
270	Again your limiting motorists space of travel. Pushing parking lanes out further endangers children entering or exiting the vehicle being further away from the curb. Not only do people have to watch for cars now they have to watch the passengers side for cyclists to avoid the getting hit by bikes or scooters. Yet again can't say this enough most of them still ride their bikes and scooters on the sidewalks.
271	I prefer this switched. I like bikes next to traffic so traffic can see bikes.
272	This ends up greatly reducing traffic flow, particularly along 5th Street. Also increases the possibility of vehicle collisions with parked vehicles.
273	One way is confusing for the generation z drivers who were taught terribly
274	I like the extra protection from cars when I am in the bike lane.
275	Like these, but much better if there's a physical boundary for cars so that doors can't be opened on cyclists and people can't pull in off the road in a hurry, not realizing that there's a bike lane there.
276	The major problems I see with this is cars impeding the lane while parking and exiting/entering vehicles

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
277	Not for down town.. they should use side streets
278	I like there is a barrier. But the same issue with cleaning the bike lane. We have tires too and street debris is dangerous. You can get a flat or you can slide on or into traffic.
279	Same as above.
280	Concerned that cars will still pull over into the bike lane if there is not a physical barrier.
281	Forcing people who park their car to cross the track
282	Same as 3. Choose appropriate streets, not busy and already congested downtown streets.
283	Worst
284	The users just cut out into traffic lanes with no regard.
285	Very difficult to see oncoming vehicles
286	Reno has a 1 way Southbound Lane on Sierra the cycle tracks have shut 2 way traffic needed for business already suffering in the area and traffic flow. There are not enough bikes to make it a value to any of the businesses for such a stop gap
287	People using the protected space do not stay in the protected space and leave scooters lying around within and outside of the protected space
288	I can see problems with this. A car may park, and as passengers get out of the car, and open the doors of the car, a cyclist or scooters comes whizzing by and runs into the door. Both perfectly innocent and unsuspecting. I've seen this happen, so it is a problem. And both parties get angry that the accident happened. Not much protection for either party. Maybe rethink this!!
289	They are not bad on larger streets however it does make it harder to manuver when exiting alley ways
290	Again, this take a ton of road real estate that I don't see present on our existing roads.
291	See all previous comments
292	Seems smart and safe
293	When cars are parked next to the bike lane I did feel very safe from cars that were driving by. It did seem that these lanes were blocked more often by cars or people unloading things.
294	once again cars don't notice it
295	I almost got doored once in Seattle with a similar set up. They seem safe but they aren't.
296	People aren't using em like they are supposed too
297	Speed of microvehicles where a car door is opening
298	This is better for everyone but they should be two way.
299	Bikes are not as prevalent as cars
300	Taking away parking and/or travel areas in a growing city is a step backwards
301	protects when cars are parked and a little bigger buffer. Maybe include some rumble strips to enhance tactile feedback for distracted drivers?
302	It offers even great amount of protection, what's not to love. It'll encourage more bike lane usage throughout town.
303	Parking buffer is better than current design. Planted parkways would create more effective, attractive barrier, and help reduce the heat caused by asphalt.

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
304	I like something between us and them ...people just don't pay attention in Reno ...I've never heard of more people getting hit by cars ANYWHERE!!
305	Unfortunately, the "twisty" segment between Mill and Liberty is, undoubtedly, a challenge for inexperienced riders (thinking of older adults and young children) who lack the quick turning skills required to successfully navigate it.
306	The buffer idea is nice but people stepping across the bike lane to get to meters was not ideal.
307	This is not a normal pattern. Tourists have difficulty navigating one way traffic, therefore, wrong way drivers are more likely. Especially when raining or snowing.
308	The bike lanes are protected by flex-posts. There is nothing other than plastic that bends by design to protect cyclists from cars. Are we trying to protect the cars or the cyclists?
309	It opens the door for bicycles and scooters to collide with people attempting to park, enter, or leave their vehicles.
310	This makes riding through the southern part of downtown actually doable!
311	Brilliant.
312	Parking got some getting used to, but easy to understand
313	Works more efficiently to have the vehicles against the the the bike lane between the parked cars and traffic. Haven't seen too many people use this. Most just ride out in traffic anyway.
314	What happens when a door opens and micro hits it?
315	Very limited visibility when you have parked cars between the additional travel lane and the side walks.
316	Bike lanes are already existing, nobody wants to park their car in the middle of the road for a bike lane that already exists
317	This ok, but the only issue is that there is already a severe lack of parking space in downtown Reno and this would take up too much space, making the downtown area much more crowded than it already is.
318	Worry about visibility to traffic at intersections. Parking should be stopped sufficiently before intersections to allow vehicles to see bicycles and scooters in the lane.
319	Bicyclists and scooter riders do not use these and instead use the street cutting off motorists.
320	Get those meter maids out there cause people do not care about the buffer. Don't mind the additional room, but please restrict these to actual bikes. Twist throttle "e-bikes" are a nuisance and will run anyone or themselves off the road. In terms of driving, my car got sideswiped while parked against one of these areas
321	These are the worst of all.
322	It narrowed the car lanes way too much and create unnecessary blind spots. It also made it difficult to see if there was oncoming traffic when pulling out of driveways
323	Great to have room for parking and cycling!
324	If the riders would do this ALL the time it would work
325	I would never park my vehicle in those spaces. The vehicles are more vulnerable on both sides to getting hit and it's not intuitive to park in what is essentially the middle of the street.

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ID	Do you have specific comments on one-way cycle tracks with parking buffer?
326	No
327	This was the worst part of the project as it eliminated northbound traffic. Center street is even more packed. And you've eliminated parking for small businesses and for the police to park/patrol in the area.
328	It took away a full lane of traffic on an already busy street. It would be better if it was created as an additional lane. And how are drivers supposed to be aware of the bikers if they are hidden by parked cars? And then the bikers have the right of way at intersections where their lanes are hidden by parked cars. A recipe for collision.
329	Really good idea to keep safe
330	Took away much needed vehicle driving lanes and parking. Too dangerous since bikes/scooters come out of nowhere and do not follow the rules themselves.
331	The parking buffer was ludicrous. If you were looking for an answer to, "how can we impede 98% of travelers in the city while accomodating the other 1-2%," then congratulations... mission accomplished.
332	This creates traffic clutter on the street for cars. Less room for drivers to safely get out of their cars once parked
333	One-way protected lanes are good options when two-way lanes are unavailable. However, both sides of the street must have the one-way lanes for maximum effectiveness.
334	not one in 50 stay in their lane.
335	This too is very dangerous when driving a car in these areas because the scooters and bikes dart out in front of you between these cars. You don't see them coming. Downtown is dangerous for driving. In the end, the person in the car gets the ticket, the accident report, and the fines. This isn't fair and it isn't right. Downtown is no longer for locals anyways. I just stay away from there. I even stopped going to Aces games because it's just chaos
336	The absolute dumbest and least safe configuration.
337	Again, buffers are great!

Appendix A - Survey Results

ID	Do you have specific comments on bike boxes?
1	Bike boxes are great to allow space for bikes so drivers can see them.
2	Remove it
3	I slipped a little when stopping at 4th east bike box to then take the track, and with a group it wasn't entirely as clear whether we should spread out as we would turn anyway. I don't think there's much existing bike traffic for these numbered streets nor bike lanes to feed into the boxes. I did notice 4th west bike box did extend into the left-turn lane, so that's a nice way to shift over on a red. I commented in the 2-way track section that westbound bike boxes could have turn arrows painted.
4	However education is needed for people to know how to drive thru it and what to expect
5	The vast majority of vehicles are respecting the bike boxes. It is amazing how stopping just 5 feet short of the intersection can mean the difference between life and death for vulnerable road users.
6	This works only if bicycle and scooter and move quick enough from stop. Cars don't want to wait behind slow pokes. Plus traffic signals don't always sense cars. The empty bike box does not trigger the light to change and cars have to enter bike box to get traffic lights to change
7	Drivers are usually confused by the bike box, may take getting used to
8	I almost got hit
9	I think it's a bit weird depending on how fast you pedal Or when you arrive at the intersection
10	Bikes were already doing that without the boxes
11	Stupid. Since the recent bike law was enacted, cars and bikes are suppose to share the road and bikes are to follow the same traffic laws
12	not sure need to give it a chance and see
13	I didn't have any of these on my commute but this sounds like something that would be a great idea and super helpful. The intersection at Virginia and liberty is always pretty sketchy.
14	I have to drive these streets everyday to work and it is a mess
15	It is too easy for cars to accidentally intrude upon the bike box (drivers already do a bad enough job with stopping before the crossing). I am not sure what to recommend though. Maybe the traffic lights can be adjusted so drivers who intrude upon the bike boxes may have a harder time seeing them.
16	I feel safe there. Again people need alot more education on them.
17	Motor vehicle traffic isn't always on board so far.
18	Drivers don't stop at the correct spot. They also get impatient if they are wanting to turn right.
19	So now bikes have 50% of travel lanes on all major streets. What percentage of road repairs are they paying for? Zero percent.
20	excellent, if drivers respect it
21	Much nicer than sitting behind a car breathing it's exhaust and then waiting for them to get off their phone to get going. Makes turning left a whole lot easier than trying to cut off a bunch of cars to get into the left turn lane. If the light is green I still have to use the crosswalks to make a left turn but I still feel safer being at the front while the light is red.

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ID	Do you have specific comments on bike boxes?
22	Vehicles do not respect the presence of bike boxes. It conveys the wrong safety message to bicyclists. Users of electronic scooters are using the sidewalks instead of the bike lanes which is safer to them but a danger to pedestrians.
23	They have their own lane, this is not needed.
24	I don't think these make sense when there is a designated lane. I think these could be helpful in the shared lanes (like in midtown)
25	This may stoke the frustration with cyclists amongst motorists more than it helps. A single protected bike lane is just as good.
26	Last time I checked, bike cyclist had to obey the rules of the road. Why do they get to 'jump' ahead. Sounds like cutting to me.
27	These should be on all lane travels and information provided at the DMV for new driver tests, General information sent to all registered drivers, insurance companies, etc.
28	removing primary lanes of travel to support a minority (bike riders) is a bad idea, San Luis Obispo has done this studied this and the utilization is minimal on the bike side, disrupts primary traffic doesn't encourage new bike riders
29	Incidents will more then likely happen in the future
30	Now you have limited the site-line for automobiles. they can no longer see around the corner and see if any traffic is coming. this is the worst idea that Reno has come up with. Bicyclists are NOT paying road taxes and I don't feel that they need to be catered to. When they are charged several thousand dollars per year to ride then they don't deserve special treatment.
31	Bicyclists are placed in front of vehicles that will just pass them during the next light. This causes a hazard for those on bicycles.
32	Very confusing for vehicles which are the greatest number of travellers by far!!
33	Bikes are slow. Cars are fast. Why on earth would you put them in front of my vehicle? Absolute waste of my tax dollars. If whoever designed this is reading this. [REDACTED]
34	Can't make right turns on red
35	see above. Someone is going to get killed.
36	No
37	Again, more education to the public
38	The Impedance on traffic is greatly increased and then leads to Congestion
39	I'm still confused how they worm
40	I don't see the point. Reno doesn't have enough bike/scooter traffic to make this necessary.
41	This is poor planning. Tell the intern who presented this as the graduate project that they should find a way to make in-n-out a viable career choice.
42	Creates a more chaotic situation for automobile right turns
43	Seems like a late stage program after much higher pefcentage of cycle traffic.
44	Cameras will be essential
45	Education needed for the car drivers
46	Big trucks hate it, and run you off the road, or try passing too close to you. It is like Midtown where bikes are supposed to have the right away but no one follows the rule. Midtown South Virginia is probably the most scary road in the city.
47	Meh.
48	A lot of public education will be required for the bike boxes to succeed.

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ID	Do you have specific comments on bike boxes?
49	At intersections without these I often have to wait behind cars or in the crosswalk
50	Anything to make cycling better and more accessible in a car-centric city is an improvement!
51	Unnecessary
52	These should be at every intersection
53	Too many irate and aggressive drivers here in Reno for these! They're dangerous in my opinion and every time I approach one, there's already a car sitting on top of it anyway!
54	Stupid and a waste
55	paint on the road is not protection and there was no comprehensive education program to tell drivers to yield or how these are supposed to work!
56	It would be helpful for the public to know how these work— maybe a sign?
57	The number one cause of bicyclists getting KILLED is right turns from trucks or busses. You haven't solved the problem as it is not a standard practice to look right before turning right.
58	AYKM?
59	Just need to work on education drivers
60	The bike boxes are all done entirely wrong. There is no bike box on the micromobility project that looks like the one pictured in the example. Boxes are supposed to either be for turning left, or for staging bikes in front of vehicles when two lanes merge into one across the intersection. The boxes on 2nd, 4th and 5th are near a 2-way lane, they placed behind the intersection rather than inside it near the lanes. This necessitates a sharp turn, shaped like a question mark to enter the box. Bad.
61	No one is paying attention to the just like the RPD car that passed me in the "Pedestrian Safety Zone" doing at least 35 on 4th ST
62	Makes no sense.
63	It negatively impacts access to St Mary's. In case of an emergency this could cost someone their life.
64	sharing the road doesn't mean putting slower traffic in front of the cars
65	Didn't really notice these
66	These need to be more visible (BRIGHT green paint). And we need more education for drivers for these to actually work. Cars will continue to pull up as far as they can unless someone is already in the box.
67	This is a must-have for intersections.
68	Just a easier way for districted drivers to hit who ever in the box. Great idea to make them target Practice
69	These are great but drivers don't care about them. RPD has to do their part. I've seen cop cars in the boxes. And I've NEVER seen RPD pull someone over for endangering a pedestrian or rider.
70	What a joke
71	Anything to make drivers more aware
72	As above AND nobody knows how to use it.
73	This is a terrible idea will make traffic worse
74	Again, this is a pain in the [REDACTED] to motorists. It puts the bicycles out in front of all of the traffic holding it up. And also you do not allow splitting lanes for motorcycles so why do you allow it for bicycles?

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ID	Do you have specific comments on bike boxes?
75	Better than nothing, but still have to worry about distracted drivers not seeing you and running you over.
76	Nice to get out of the fumes. As a car driver, I might be annoyed, but then I'd realized that I'm not a jerk, so I'd suck it up.
77	You can't ask all the [REDACTED] drivers in Reno to learn how to drive again. They need to blend without causing grandma to change a sonic attack and take out a group of bikers. I'm only 30 and a few times downtown I get stressed because I don't know where to go anymore.
78	whoever thought slapping a bunch of paint on the road never rode a bike or a motorbike. when this gets wet...it will be super slippery. Accidents are waiting to happen as bikes, motorbikes slip on this. Bet the City gets sued. Everyone knows this paint is slippery.
79	Still need to address how to safely get out of a buffered lane, even with a bike box, to be able to turn left onto a non-bike lane street.
80	The cyclists don't follow the rules! Nor do the scooterists.
81	I see you let the homeless meth heads into the planning committee.
82	This seems to be unnecessary and opens up cyclists to rear-enders. Bikes should stay off to the side in my opinion
83	what do they need that for, they do not follow directions anyhow
84	If you're trying to separate cars from bikes etc., bikes should stay in their lane. Putting multiple cyclists in front of cars requires that a cyclist can get to auto speed quickly. Not every cyclist can. A casual cyclist in front of vehicles could create a safety issues for the cyclist and most likely will create a traffic jam for automobiles.
85	Most idiotic feature there is. All those bikes getting "safely" in front of traffic, only to get passed again, causing more danger for the motorist and cyclist.
86	As long as bikes and more importantly scooter foolw rules and ride safe
87	No
88	So if we give the bike this room who pays for it? Do the bicycles pay any taxes to help pay for all of this? Or does the dmv taxes and gas taxes pay for it? If the cyclist want equal road way the taxes for them to register their bike should be applied to such improvements and they need to follow all street n road laws.. unfortunately they do not.. and the improvements come from out fuel n gas taxes
89	Who really needs it? And the percentage of people that ride bikes around here is insignificantly small.
90	Bike box should be restricted to only their lane to stop confusion.
91	No
92	Why would you put Bicyclist in a more vulnerable position, directly in the path of larger, faster vehicles? Keep them to the side unless they are turning across traffic. Then they can do same as they do now.
93	The bike box is genius. It look few minutes to figure out how to use it safe. More people need to know what it is.
94	Once you have a distracted drive run over the curb and smash the back wheel of your bike and not stop this option looks good
95	No one really uses it here , as someone who does both is stressful for the bikers and scooterists to be in front of us and vice versa

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ID	Do you have specific comments on bike boxes?
96	This will sow down traffic for sure!! They can sue in the bike lane, like we have to que in the vehicle lanes! Downtown is already challenging to drive in, due to all the homeless.
97	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.
98	Education is needed about how these work. I see cars in them all the time.
99	Great concept and works well, people driving cars could use more education
100	Confusing
101	Like it but feels weird being right in front of cars...maybe a signal that gives the bikes a head start?
102	There has to be a balance between promoting bicycle use and accommodating vehicular traffic. The changes dont get that balance correct and over optimize for bikes creating issues for vehicles. I support the intent but the implementation needs more balance.
103	These are extremely helpful features that make us cyclists feel like we have dedicated space on the roads.
104	When I ride on the street, even before bike boxes were a thing, I'd always wait in the crosswalk so that cars could SEE me. Bike box is a great way to encourage other folks to do that when cycling.
105	I just don't get why we're doing this. We're not a biking town. Most people can't bike to commute or go about their daily lives. All this does is stop the flow of traffic and piss people off.
106	Need to see as much as we can for safety.
107	Very confusing for drivers
108	Would require clear signage which has not happened. Does this mean hte end of right-on-red when clear?
109	need to do an infinitely better job letter people know what all of these markers are supposed to mean BEFORE they are encountering them on the road and while in motion. Epic Fail.
110	I was a fan but want it to be better educated across the city. It was confusing for both cyclists and for drivers.
111	This isn't a bike heavy town! We have rough weather in summer AND a real winter
112	This is a GIANT waste of money based upon the friendships of the members of the city council and their friends. Bike lanes in Reno are hardly used from what I have seen. While it is good to have bike lanes the old fashion single lane with a white line are sufficient.
113	Positive option, assuming this does not impede traffic flow.
114	For high bicycle areas, this is great.
115	Some riders know to follow traffic rules - i.e., left lane to turn left, etc - but this makes it specific for drivers to be aware that bikes are vehicles.
116	I love this idea for safety.
117	Why all of these extra features for bicycles. At the expense of taxing paying autos?
118	Have not seen or used it but think it will impede traffic causing traffic back-ups and increased exhaust emissions.

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ID	Do you have specific comments on bike boxes?
119	The ability to move both ways down these streets make them more accessible for public transport while also allowing for private microtravel to be safe and accessible.
120	Bicyclist ride with little to no concern of traffic laws. They are supposed to obey traffic laws, just like an automobile would.
121	Car drivers in our area are not ready for this and will disregard making it more unsafe for bikers.
122	They are not being used by bikes or scooters....just another dumb idea!
123	Bikes get in front of cars and hamper traffic movement.
124	A respect for bike and scooter riders who are unable to see over trucks and cars.
125	Same comment
126	It is not uncommon for a cyclist to proceed through an intersection one or two seconds before the light changes to get a head start and hopefully to clear the intersection (the most dangerous place) before any cars enter it. (Only when it is obviously clear). The bike boxes definitely help.
127	As cyclists, we love them, but I can understand that many cars would prefer cyclists remain on the right, and that would be ok with me, and also my kids.
128	Confusing and not necessary.
129	These are nice in concept but require enforcement and education efforts beyond what is currently being done.
130	not safe
131	An intelligent design.
132	Where do citizens find current information on "rules of the road"?
133	There seems to be no other way to voice opinions and get anything done in Reno. Sorry for not answering your questions as to the bike things. If anything got done when you call or talk to the city council I wouldn't have to gripe on this site.
134	Same as the protected area comments.
135	Haven't used one.
136	There are many videos on YouTube of these that show they don't work at all. The confusion makes them unsafe . Plain white stripes are all I need to make me feel safer in a bike lane
137	I didn't personally use this feature but I saw other cyclists using it.
138	I've not seen this utilized much and it reduces street parking capacity
139	I wish there was more education about these so drivers know what they are.
140	We need these at every intersection in Reno.
141	Not a terrible idea here. But the paint is so dingy and worn. It doesn't look good at all. Downtown is the city's main tourist area. And the roads look unmaintained. Not a great look for the city of Reno.
142	Great concept. However, it will fail, unless there's a major public education campaign. There needs to be a public education campaign in general about bike safety, both for motorists and bicyclist. The town keeps adding more and more ways for bicyclist to get around town safely, and that's fantastic. But it will never be successful, and they will continue to be fatalities, until there's a public education campaign. It is irresponsible to continue to do these projects, and not educate the public.

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ID	Do you have specific comments on bike boxes?
143	Oh hell no! Again state law says it's illegal for motorcycles to split lanes which is essentially what is happening here. And then again the bicycles and scooters go to the front of the line and then hog the entire lane in addition to the bike lane causing traffic back ups.
144	your stupid green paint is already fading. i drive on viirginia street daily and never see these used ever. the cyclists don't wait for the lights, they just blast through after looking both ways.
145	Again, puts way too much confidence on incompetent drivers following traffic rules. And there are currently not enough micros to warrant boxes.
146	People don't actually use it
147	Visibility for vehicles is tougher
148	Again the roads should be for CARS not cycles.
149	Great when cyclists need to make left turns, less intimidating way to get in front of the car
150	the cops don't understand how the bike boxes work & ignore them, very little chance the average driver understands
151	Unexpected and not intuitive traffic markings
152	Nobody follows the rules.
153	It would be great to have community education on these features.
154	NO. No one knows what these are. They cause confusion and that's dangerous.
155	Love bike boxes! Once drivers figure it out, they work well. We lived in PDX and these were used all over the city.
156	I don't think the bike box needs to extend across the whole lane unless you want bikes starting from the middle of the road while traffic has to wait for them, bikes should be in a protected lane out of traffic flow
157	it's difficult to know what should be done.
158	I did not encounter one of these
159	Bike have their own lane; they should stop at lights in a single lane like a vehicle
160	It's okay, but some automobile drivers don't like it.
161	People don't know what they are. People need more education on to drive through these obstacle courses.
162	A great way to get people run over. Most drivers can barely negotiate a yield sign, forget a bike zone.
163	I think that too many drivers will not know what to do.and cause more accidents.
164	Haven't seen one yet
165	Nobody understand the modern art designs painted on the street.
166	Needs to be paired with driver education as people in Nevada don't have experience with this or know how to navigate properly
167	Bike/Microtraffic already uses the lane to cross when no designated lane is available. Unnecessary.
168	I could live with it.
169	Seems like this would slow traffic down at the start of a green light when there are cyclists that are slow to start from the green light.
170	Doesn't seem like we have much of a year round bicycling community for all this to be necessary
171	more confusing street graphics, rules

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ID	Do you have specific comments on bike boxes?
172	Bikes don't give vehicles right of way space
173	I like the idea, but it only works if the public knows the purpose for this. All the changes have been confusing to me and clearly others in cars and on bikes.
174	So do the bikes go in front of the cars and hold up traffic when the light turns green
175	No
176	Blocks cars from activating the sensors for traffic lights.
177	I have not seen any of these designated area's as of yet?
178	Someone has been playing too much SimCity.
179	I think you're catering to much to bicycles/ scooters and even skate boarders.. They take advantage..like they have all the right aways..putting vehicles and pedestrian at risk.
180	tremendous idea. awesome.
181	this severely limits the drivers visibility to see if intersection is clear and safe, recklessly impacting safety; now the only way to see if intersection is clear and safe is for the driver to exit the vehicle and walk forward to check intersection putting the driver at major risk of fatal injury
182	Creates confusion. Law enforcement is not enforcing the rules of the road with these new scooters or e-bikes. Late night rides are fueled by alcohol. Scooters riding four, five or six deep down streets and sidewalks, oblivious to bike lanes.
183	Again if it's the law to have a free ride as a car that law should stay in place. Keeping cars from going right simply because of bicycles will create stagnation in traffic.
184	Just another eye sore.
185	It's all too complicated therefore unsafe for cars
186	Bike bikes do not need to take up the entirety of the road they should be contained to the microtrack
187	Nobody has been educated in what this is (remember the officer who hit someone the first week)?
188	Drivers don't park behind the line, they pull into the designated space, so it's better than nothing, but not necessarily great.
189	Why should they be allowed to get ahead of traffic? let them stay in their bike lane and obey the rules of the road an traffic laws.
190	Yes! Great idea. Intersections arr usually one of the most dangerous street areas for cyclists.
191	See prior comments.
192	This helps motorist see bicycles easier
193	Return to the Center Street design
194	Haven't experienced it so I'm no sure how I feel about it. I can see it providing an avenue for being able to move left make a left turn that's often difficult on a bike but it can make the vehicle traffic more difficult which can ultimately make cycling traffic more difficult.
195	Drivers have no clue what they mean.
196	I understand what the goal of these was, but I don't think I'd ever be comfortable just waiting in front of cars that are undoubtedly going to floor it as soon as the light turns green.
197	It seems like the bike boxes are another opportunity to cause a conflict area and shift the problem laterally.

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ID	Do you have specific comments on bike boxes?
198	Holds up traffic. Stupid.
199	stupid and just not needed
200	This is even more stupid than letting motorcyclists move ahead of cars at intersections. Just slows down traffic while putting drivers at risk. Cyclists don't need this feature. It's dangerous. Can't believe this was considered.
201	bikers and people on scooters do not stay in the boxes and almost hit scooter riders at night because they just go through the intersection
202	All road users are made equal. Everyone takes their turn in the queue. With these bike boxes, you're now placing the SLOWEST ROAD USERS at the front, which clogs it up for everyone else. Cyclists who take their turn in the queue don't make news or history. They just go where they need to go, and everyone just leaves them alone. With a bike box, you're manufacturing anger and conflict. Good job, Alta phoneys.
203	Give something that never gets used and paid for by somebody who would use it but can't
204	This isn't Portland.
205	Vehicles are unable to see cross traffic.. bikes do NOT abide by the "bicycle" light and go with the traffic light anyways...
206	Confusing while using the road
207	Finally putting pedestrian and bike safety first to make dt more inviting! I love it!
208	I feel that if this is a project downtown and we have so many incoming tourists coming to the area they will not understand what these boxes on the street or I feel like this is a very bad location to be putting this project.
209	Just wrong! Go back to California
210	Some drivers get very aggressive with bicycles so having this is so great.
211	Bikes and scooters don't belong on the streets with autos
212	More education of the public is required but love the concept.
213	having a difficult time understanding all of the new changes. It is not intuitive at all.
214	I do like the bike boxes. On a bike, it often feels risky to squeeze in with traffic. Having a dedicated place for bikes makes a big difference.
215	Takes up too much space/not enough bike traffic
216	I like the bright green box that signifies that bikes can be at the front of the line of vehicles, fully visible to everyone behind.
217	Did you update the traffic cameras to recognize a small bike in order for the light to change? Nevada law was changed in past years to allow motorcycle riders to turn on red left signals, because they didn't have enough mass to indicate to the cameras that the green arrow needed to come on?
218	Did not notice it
219	Ridiculous design and waste of space. This is a solution looking for a problem.
220	Oh ya this is genius, lets make it green so cars don't come into this "designated space".... What's next? Are you gonna color code the sidewalk and the whole street. "Green"= bicycle "Yellow"= pedestrians "Red" = Cars because they're bad... Don't you have something better to do, than coloring inside lines? Like figure out the homeless situation and why the rent and housing is undeniably too expensive and landlords are out of control arbitrarily raising rent, creating more homeless. ☹️
221	I don't recall seeing this, probably because they aren't being used.

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ID	Do you have specific comments on bike boxes?
222	Why are you putting the slower vehicle first, further impeding and slowing down traffic !!
223	I think this is fine and Provides better visibility for the driver to see bicyclists.I think it has minimal impact for the driver.
224	Bikers are traffic and should adhere to same laws that autos do and shouldn't be given the right of way. This brings more danger than safety to them as you would have to re-educate so many existing drivers.
225	Needs more community education to be widely adapted. See "officer hits cyclist in bike box".
226	Why not just close all of the streets to automotive traffic and deliveries.
227	I like the idea. This keeps those on bikes and scooters safe when making turns.
228	Half the public don't know how to distance themselves from the boxes. Heck even a police officer got quoted he didn't know.
229	None
230	All you're doing is holding up vehicle traffic with this.
231	Bicycles should have separate infrastructure from cars. Bikes already have bike lanes to accommodate them in infrastructure that was designed motorized vehicles that can go the speed limit, not human powered bikes. Instead of cutting into traffic even more, they should have their own separate pathways from cars and pedestrians. This project was clearly meant to save money instead of making the investment into new infrastructure designed for cyclists. 1/5 hated it doesn't even begin to cover it.
232	Who is paying for all this work? It is not needed.
233	You prevent cars from being able to see in both directions by forcing them to stop that far away from the intersection
234	It feels good to know bikes have their own safety box at an intersection.
235	Horrible idea
236	Waste of our money and looks stupid, like most of downtown Reno!
237	Hold up more traffic can't make a turn do to bikers in the way so traffic builds up
238	No a part of drivers' experience -- but a good idea intellectually if everyone understands. Maybe not the best for an area with many out-of-town drivers.
239	Have not experienced this feature on a bicycle, however, between pedestrian traffic and bike traffic vehicle traffic may be more constrained.
240	NO !!
241	Bizarre addition to the roadway that most drivers don't understand, especially in a tourist town with lots of visitors.
242	I think this would work if everyone understood the concept.
243	Many drivers have no idea what it is for. The bikes have their own lane now. Why do they need to have a place to stop in front of automobiles. The two should be kept separate.
244	Bikes do this anyways without a colored box that costs money to maintain. Causes confusion. Takes away needed roadway. Given to non-representative special interest at majority expense.
245	If wee had the amount of bike traffic in Amsterdam. I think it would "encourage" folks running red lights, who would judge the have extra time to speed through. It is not needed

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ID	Do you have specific comments on bike boxes?
246	Very smart, preparing for pileups at stops. I would feel way more comfortable riding my bike knowing that the roads are designed for it.
247	Completely disrupts auto traffic
248	Never have seen anything like this but this will greatly help bikers go with the flow of traffic
249	Bikes ahead of traffic - this just CREATES and fosters conflict. The illustration implies that the bike can or should get directly in front of the vehicle.
250	More bike boxes please. They're great.
251	Did not notice that
252	Get rid of it
253	I felt this addition to be unnecessary.
254	They should be 2 stage turn boxes
255	No bicycle riders use it, this should only apply to UNR area.
256	Massive overkill for a handful of bikes
257	This is ludicrous. Put slower traffic in front of cars? So cars have to wait. No. Not smart. This will cause more traffic for cars then there already is.
258	As a rider, I ignore the bike box and stay to the right to stay within the bike lane. As a driver, these just seem to be a way to make traffic in bad areas worse.
259	I could see people on bikes and scooters getting stupid or reckless and cause an accident.
260	No enforcement of rules of the road bicyclists are always running red lights not stopping and violating other road rules with no enforcement if your putting this project in the enforce the rules of the road just like if you put in a new freeway you would have officers enforce the law but not with this project
261	Make the bicyclists and scooter operators pay taxes like vehicle owners do. Then maybe they will see what it's like to pay for crap that does not do any good
262	safer to make a left turn on a bike
263	I feel there needs to be cameras placed here SPECIFICALLY targeting offenders that drive into the box, because 3-5 cars don't respect that box! If people are ticketed to no end for violating it then I think this could work, but they need to be shown HOW SERIOUS it is to respect that area!
264	This is terrible! Putting bikes in front of cars means bikes are slow to get moving, drivers become impatient, and it is only a matter of time before someone is injured. Please take these out and keep bike lanes as their own space protected from cars. My whole family supports the buffered bike lanes but hates this. Allow bikes to wait in their lane, not spread over into the vehicle lanes. Please!!!
265	This one is fine and no issue here
266	Cool for the bike. I can see drivers getting annoyed but oh well.
267	All this does is cause more traffic in an already congested area. The bikers can pull into the normal bike lane like they have been doing. Why should cars have to wait behind the bike? It takes them longer to go and get across and that holds everyone up. It's dumb!!!
268	Not needed. I ride bikes and this is a complete waste of time and materials. Wear a high vis vest like a man.
269	Cars don't always respect this. I like it and would love it but you can't control drivers who are dangerous.

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ID	Do you have specific comments on bike boxes?
270	This was my second favorite feature. Intersections have been the most hazardous part of riding in the downtown area. As a driver it also made it very clear where cyclist should be expected.
271	not sure putting bikes ahead of motorized vehicles will make car drivers like cyclists more, it might be counter-productive
272	It's not ideal for me
273	I was pleasantly surprised by this feature. When the project was first installed there were some collisions and confusion, which is expected with totally new concepts (for the area). Hopefully, no one was seriously hurt. I didn't notice if right turns on red are still allowed where these bike boxes are. If so, that should be changed for added safety.
274	Not enough public awareness of what bike boxes are, and how road users should use them.
275	Stupid and dangerous to have bikes in front of vehicles. Looks good on paper until you insert the human factor
276	Accidents will happen. If you want to reduce our entire road system to mimic an Amsterdam model. Rebuild the highways and streets to alleviate the traffic this is causing and will cause.
277	Very dumb. Promotes bikes in the travel lane. Defeats the purpose of a bike lane
278	Can't fix stupid.
279	This will cause soooo much more traffic downtown than it already did
280	It's just gonna hold up the flow of traffic, create unnecessary chaos, and more accidents between motorists, cyclist and scooter users. They were safer walking their bikes across the street at corners..
281	We need them at every intersection
282	It's a good start even though it does seem unnecessary when the bike lane on the other side of the intersection rapidly shrinks to the width of the lane behind the box.
283	I have not used a bike box but I am not opposed to it.
284	Driver awareness and enforcement of traffic laws is important, especially at the introduction of things like this feature. I like the illustration with the bright green marking for the area. When I first rode through the micromobility project on Virginia St, a friend almost got hit because as he came to a stop at a light he kind of veered to the left into the lane a little to stay ahead of cars and a driver behind us ran the red light and had to swerve to avoid him.
285	How does this design hold up to snow removal and deterrent
286	Not worth the project. You would be better getting the [REDACTED] homeless out
287	This would help with the sidewalk too. Even more of a buffer. So many people do not stop where they are supposed to stop.
288	Not a bad idea.
289	i haven't been at these intersections but will probably love it when i finally do
290	Does this negate right on red for vehicles?
291	Artist conception (5) is very similar to (1).
292	Could work but cyclists also need to be educated and required to follow traffic regulations and rules (and ticketed if they do not).
293	Bikes will hold up traffic because they can not get upto speed across the intersection. Beck most of them RUN the red-light anyway. What is the point?

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ID	Do you have specific comments on bike boxes?
294	Makes you visible to cars.
295	People don't understand them and are not using them correctly. More importantly they are not needed.
296	There are like 8 bicyclists using this, total waste
297	The scooters and bicyclists pay no attention to the spatial provisions. They ride in front of pedestrians and cars.
298	These spaces are helpful so cars can more distinctly see bikers and are more likely to yield to us going on green
299	Reno has a 1 way Southbound Lane on Sierra the cycle tracks have shut 2 way traffic needed for business already suffering in the area and traffic flow. There are not enough bikes to make it a value to any of the businesses for such a stop gap
300	People using the protected space do not stay in the protected space and leave scooters lying around within and outside of the protected space
301	Again, it can be a set up for accident. A lot of cyclists either don't understand it is for them, vor out right refuse to use them, and it makes it hard for motorists. But again, this should not be a priority!!
302	Much safer for cyclists and tries to show drivers that bicyclists should be in front. This will likely require some driver education in Reno. People that do not ride their bike on the street do not tend to understand the safety issues.
303	A disaster waiting to happen.
304	Takes too much room. Bicycle believe that they can use the whole street when they see these
305	What a dangerous idea and a huge waste of money. I noticed how you only show one car at the intersection. I guess that means it's 3am on a Tuesday.
306	I like the look of this
307	Not sure about having a need to get in front of traffic. If a bicyclist has their own land, why?
308	Scary!
309	Game changer. Tells everyone what to do at an intersection. No car creepers.
310	Hazard,
311	I creates awareness. I felt safer riding my bicycle.
312	Not a huge fan, it seems to impede the flow of vehicular traffic.
313	Confusing
314	Makes it harder to turn right with an automobile as the stop line is much farther back.
315	Haven'e seen this yet, but seems like a great idea!
316	Doesn't protect bikers from auto drivers who don't respect the space.
317	What good are these if people don't follow traffic laws anyway?
318	Love it all
319	Get rid of them.
320	Need education for motorists and cyclist, but love it!!
321	Bikes are not cars and pedestrians at the same time. Innebrated micro mobility users cant ride strait enough to avoid damaging cars as they ride through them.
322	Much safer for bikes!
323	Works for bikers, they shouldnt block cars in front.
324	Haven't seen anyone use it

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ID	Do you have specific comments on bike boxes?
325	Bike riders are not adhering to the traffic signals in a timely manner and should not be placed in front of vehicles in Traffic lanes... they cannot and do not do the speed limits and therefore should not be on the same streets as cars
326	So cars must follow a micro's acceleration speed?
327	Stupid. What happens with a legal right turn on a red light. Why are we making all these changes for a limited few bike riders who pay no road tax!
328	Bicyclists already ride in front of traffic
329	The Arlington/5th street i feel is safer than this. Drivers and bikes are already confused and this would just create more confusion. It would also create more traffic jams and increase risk of a bicycle being rear ended by a car.
330	I have used these in other cities.
331	These are great and need to be implemented in other areas. I like them because it allows for motor vehicles to turn right when bicyclists and scooter riders are going straight.
332	Ruins traffic flow and is pretty dangerous as a rider. Stay aside from traffic and you'll get clipped by vehicles cutting to turn right as well as e-bikes/scooters blasting past, take the lane and you have cars right up your a** who are frustrated and sometimes don't even see you.
333	I can see how this would be safer for the bicyclists.
334	I am a truck driver. When a cyclist is in the box in front of my truck they are VERY difficult to see. I have witnessed multiple accidents due to the interaction between cyclists and large vehicles. This is probably the most dangerous thing that can be done with micromobility.
335	This clogs traffic at intersections because the Bikes take so long to get up to speed. A bike box in front of cars is actually hazardous
336	Again nothing but problems for motor vehicle trying to make a turn as they're sitting farther back .
337	They need no special box area
338	If they have a dedicated lane this is ridiculous and a waste of space and makes the vehicle unable to make a right hand turn.
339	Seems to be dangerous for the bicyclists if they are in the vehicle travel lane. Especially if there are distracted or drunk drivers. It also impedes vehicles from making right hand turns on red.
340	No
341	There's no signage. No one understands the way they're supposed to be used.
342	Haven't encountered this but I don't like it. What's the purpose for this?
343	Not very safe, cars should be in front since the take off faster after the light changed and bikes wont move over after the light
344	Took away much needed vehicle driving lanes and parking. Too dangerous since bikes/scooters come out of nowhere and do not follow the rules themselves.
345	Motorists still block on right turns.
346	Same comment as me too ed previously in question 1
347	Again, if you need to hinder vehicular traffic so much, just close the street. End of your problem and don't cry when people even more avoid the down town area.

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ID	Do you have specific comments on bike boxes?
348	Cars especially Taxi/Uber/Lyft are not paying attention to this area. They will run right over you if given the chance. The cars really are starting to show how much they hate the bikes and scooters in this area. It's like opening day hunting season down there. No one is being careful and looking out for one another.
349	We need more driver education on bike boxes.

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ID	Do you have specific comments on bike signal and intersection configurations?
1	A bit confusing
2	A little much.
3	Adds extra wait time for cars and the scooters and bike ignore them anyways,
4	Again - confusion; dangerous. No.
5	Again a waist of city funds
6	Again as long as drivers can figure it out, this is great. I'd add a flashing strobe to the red light to indicate no turn on red.
7	Again creating more unnecessary distractions for motorist who my just see the flash of green and not pay attention to the bike or the cars turn.
8	Again I see more bikes run the red light, than stop at it. But good effort. Maybe step up enforcement on bikes breaking thr law would help over all.
9	Again they do this all over the place in the Netherlands. It is very practical in protecting all forms of traffic.
10	Again very confusing
11	Again we have to wait for the light to turn while vehicles sit there and burn fuel
12	Again, please point us to the NRS stating that bicycle signals are even legal, or legal in the way you are using them. You have just added more tasks for a driver to be distracted by.
13	Again, recognizing that cities should not be designed around car traffic and roads but people
14	Again, scooters and bikes ride like the rules don't apply to them so these are mostly ignored.
15	again, takes education and people, both motorized and non-motorized drivers, need to be respectful and follow the rules of the road.
16	Again, the concept is good IF everyone is educated about it.
17	Again, your slowing down traffic! There are already a ton of lights downtown, now your adding lights just for bicycles?? Why can't they travel with traffic, but stay in the bike lane? Just add a turn signal for both bikes and vehicles to go on green at the same time.
18	All of this is completely unnecessary and making the whole area very confusing to drivers
19	All the other bike lights are on the left side and you get to that spot and it's randomly on the right. My fellow rider didn't see it the first time she went through that part
20	Already stated previously.
21	Aren't bicyclers supposed to obey motor vehicle laws?
22	As drivers got used to this, it became great. It took a minute or two but now it seems people are onboard.
23	As stated above the bikes are not going with the bike light.. they go with the traffic light.. if anywhere else in Reno they have to abide by the traffic light.. why for just a few lights downtown would they pay attention.. also.. this will cause accidents because it's different than everywhere else.
24	Bad ideas

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ID	Do you have specific comments on bike signal and intersection configurations?
25	Before this pilot project, I have almost been hit on my bike several times downtown because someone did not realize that I had the right of way since I was going straight at a light and they were turning. I like the separate bike signals so that I do not have to worry about getting hit on my bike.
26	Bicycles don't use it
27	Bicycles should have separate infrastructure from cars. Bikes already have bike lanes to accommodate them in infrastructure that was designed motorized vehicles that can go the speed limit, not human powered bikes. Instead of cutting into traffic even more, they should have their own separate pathways from cars and pedestrians. This project was clearly meant to save money instead of making the investment into new infrastructure designed for cyclists. 1/5 hated it doesn't even begin to cover it.
28	Bicylists must take up a single percent of the total population of Reno.
29	Bike light is way too small and I feel bike travel should not cross corner to corner in an intersection. There is no reason for this type of travel.
30	Bike light needs to turn on first. It's confusing on when to go. I don't like the intersection going diagonal
31	Bike signals allow for those traveling on bike lanes to better maneuver through busy intersections rather than having to share it with automobiles.
32	Bikers don't give a [REDACTED] about the traffic laws.
33	Bikes ahead of traffic - this just CREATES and fosters conflict. The illustration implies that the bike can or should get directly in front of the vehicle.
34	Bikes and cars should move at the same time under the same rules. But, in different lanes. Without protected lanes the bike signals do not make sense. It would be great to have all major intersections with protected lanes and bike signals.
35	Bikes and scooters alike disobey the the light anyhow
36	Bikes and scooters don't belong on the streets with autos
37	Bikes are supposed to follow regular traffic laws, drunk people on the weekend are drunk riding these. City of Reno is complicit
38	Bikes are supposed to obey the rules of the road, not change them
39	Bikes don't pay attention or follow the GIANT CAR RED AND GREEN LIGHTS... what makes you think they'll follow the other traffic "laws" and cute little signals? ☹
40	Bikes don't use them they just keep going
41	Bikes need to learn the rules of the road.
42	Bikes should follow rules of the road as vehicular traffic does.
43	Bikes still do what they want regardless of the lights.
44	Breaks up the natural flow of traffic. Light is more often disregarded or ignored than abided.
45	Cameras will be needed for safety
46	Can someone please provide a bicycle rider population base and those who actual ride there bikes in this area. Does this apply to winter months?
47	can you devise any more ways to confuse drivers & pedestrians alike?
48	Can't even see it but why does that even matter because it's not even being used
49	Cars always let everyone pass first anyways
50	Complexity equals risk. 1 set if lights for each mechanize vehicle movement.

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ID	Do you have specific comments on bike signal and intersection configurations?
51	Confusing
52	Confusing
53	Confusing and they don't need that much room
54	Confusing for both bikes and drivers.
55	Confusing for pedestrians
56	Confusing to all. Waste of money. Waste of resources to cater to 1%.
57	Confusing to both motorists and bicyclists.
58	Confusing to everybody
59	Confusing, a waste of money and NOBODY know what the hell they are supposed to do or when to go....
60	confusing, no one knows what is supposed to be happening
61	Confusing, slow and apologies, seemed like someone who does not commute on bikes came up with a crap plan. Better to identify better streets for commuter traffic. The bike lanes on Arlington are a good example of what I feel to be a safe corridor. City and Reno Police should provide more enforcement for double parked cars, signage in the bike lane and other obstructions that make cycling hazardous.
62	Confusing.
63	Could be difficult for car drivers to understand. Bikes should be able to follow traffic laws as written.
64	Could work. But truly how many bikes are there downtown? Or if we want to promote bicycle use, then perhaps we should rethink designations for bike routes. Accommodating cyclists at the expense of auto drivers and causing congestion and bad flow isn't a good idea.
65	Creates unsafe release and confusion. Puts cyclist into late crossing ongoing traffic. This is catering to unrepresentative special interest at expense to safety and public majority needs.
66	Cyclists & scooters ignore these. I have seen it time and time before when driving downtown. Signals are expensive, you are wasting money better spent on other issues such as homelessness & crime!!
67	Did not catch my eye immediately though.
68	did not like having to cross on a diagonal -- often felt like cars/walkers didn't understand this feature, which made it feel unsafe.
69	Did not use that intersection.
70	Didn't see but like the idea.
71	Didn't see it
72	Didn't use it
73	ditto previous comment, I have not even noticed these lights.
74	Divers have mistaken this as a green light.
75	Docking stations for scooters and move the scooter/bike lanes back to next to the car lanes and car parking back to next to the curb WHERE IT BELONGS. Bike lanes next to the curb gets in the way of pedestrians, getting in and out of cars, and ability for car pickup/drop off out front of buildings.
76	does not get enough bike traffic to be useable..
77	Don't mind bikes, just the fact they are making Virginia street one way

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ID	Do you have specific comments on bike signal and intersection configurations?
78	Downtown is already hard to drive through with not only pedestrians but the lights flashing on the buildings also makes it difficult especially if you're a visitor not knowing the streets very well and which way to turn how to get into the parking garage at the casinos and then you're going to add bikes on the street as well this is a disaster. I would more like to see the streets cleaned up. swashed down the streets And bring in store fronts so locals feel safe downtown.
79	elongate the wait at the light and encourage people to run lights. result: more ped, bike injuries. Having separate lights also assumes that people adhere to traffic laws. traffic laws are rarely enforced...so what good is a "separate bike signal".
80	Even bikers don't use it!
81	Even good and experienced drivers including myself got confused. This does nothing for safety and creates more traffic. The Arlington/5th street should replace it.
82	Every intersection needs this
83	FAR superior to the bike box, took me by surprise and almost rolled the light following a bike when I drove it the first time, but it's one of the least intrusive additions
84	Fire who ever in the city enacted this
85	further divides very limited signal cycle...most pedestrians pay no attention to the signal anyway...they cross on opportunity
86	Further slows traffic. The number of bicyclists does not justify the creation of new lanes or configurations. I can drive all day thru town and see maybe anywhere from 5 to 15 riders, if that. The scooters are a one time tourist ride, save for late night when the inebriated youth hit the streets.
87	Game changer. Really helpful, especially for the street shift.
88	Get rid of it
89	Gives cars and bicycles a good idea as to what is going on and makes it so everyone can travel safely.
90	Good idea
91	Good idea.
92	Great
93	Great concept if the people on the bikes and scooters actually obeyed the lights.
94	Great concept. However, it will fail, unless there's a major public education campaign. There needs to be a public education campaign in general about bike safety, both for motorists and bicyclist. The town keeps adding more and more ways for bicyclist to get around town safely, and that's fantastic. But it will never be successful, and they will continue to be fatalities, until there's a public education campaign. It is irresponsible to continue to do these projects, and not educate the public.
95	Hard to see and not intuitive
96	Have noticed several times where bikes or scooters do not respect the signal. Feel the bike box is a better solution as less training and enforcement will be needed long term.
97	Have you ever seen a bicyclist obey the traffic laws! No. Ridiculous.
98	Haven't experienced this, but now I want to try. I don't see why vehicles and bikes can't go but I also haven't had too much experience with this gimic.
99	Haven't noticed that part. Uh oh.
100	Haven't sean them anywhere

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ID	Do you have specific comments on bike signal and intersection configurations?
101	Haven't seen it yet
102	Haven't seen any bikes or scooters using this yet
103	Haven't seen one person use it properly
104	Haven't used it
105	Haven't used.
106	Having a separate signal is pretty helpfully with cars making left turns. I do notice that sometimes it does not let pedestrians go at same time as bikers which could be allowed to happen and decrease everyone's stop time
107	hello Blade Runner
108	Holds up traffic
109	How many autos will go on the bike signal. How often are you sitting at a light and the turn signal is on only for the auto going straight proceeds.
110	How much have bicyclists contributed to this cost?
111	I avoid downtown driving now that it is such an obstacle course.
112	I avoid that intersection at all cost as a motor vehicle driver
113	I did not get to interact with this
114	I didnt actually see this feature but sounds like a great idea
115	I didnt realize this and rode it wrong first time. Better signage needed
116	i do cross here often. what a show. so confusing and a waste of everyone's time. again, bike's don't care about these lights. they do whatever they want. the good news is that you made it extremely easy to J walk here now.
117	I don't ride this often enough to like it or not. There is already a walked light, isn't there? What would be the difference? Changing it from walk to bike icon? However, I am all for giving bikes and pedestrians safe pathways.
118	I don't see one in fourth street?? We still need to inform people about that too. I've seen people on bikes not understand to wait for the bike light
119	I found it a little confusing that some intersections have these and others don't
120	I gotta go check this out.
121	I have not noticed this feature. I drive downtown and try not to hit all of the Bird riders that don't obey traffic rules.
122	I have not seen that yet. I'm so afraid that I'm going to kill someone or see someone get killed. I don't want any part of it on the weekends.
123	I have observed this created confusion for pedestrians who didn't understand why no vehicle or pedestrian traffic was going any direction (during the bike signal phase)
124	I have seen people not use these correctly but overall they are really helpful
125	I haven't seen it. But most bicycles don't follow the rules of the road anyway.
126	I like it better now that bikes are first but it's still confusing.
127	I like the idea of a bike specific light, but often was stuck waiting at the bike light for far too long, when I could have moved with the one way car traffic far quicker.

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ID	Do you have specific comments on bike signal and intersection configurations?
128	I like this feature, problem is the bikes and scooters do t wait their turn. They need tickets and citations for running red lights with the same fines as cars. It's dangerous when they don't wait for their signal time and they jump out in front of you because they feel they have priority over others or they guess they can cross fast enough and misjudge. I avoid downtown now. I refuse to go there anymore: by car, bike, scooter, or by foot. It's not safe.
129	I think it was already doing this anyway, but the signal should lead for people on bikes and then let the cars go a few seconds later, so there is more time for people to accelerate.
130	I think you should bring back the option for pedestrians to cross diagonally. Most pedestrians are crossing when they want to and not waiting for their turn to cross. But I think if you give them the option to cross every way, again, it will minimize Jay walking at the intersections
131	I wish that the time if of the signal was so bikes could still move even during pedestrian crossing. Because they can more clearly communicate. But I do understand that they are needed when bikes and cars interact on busy intersections.
132	If a bike rider can't follow the current laws, which most of them don't, then they need to ride their bikes on side streets not on main and high used streets. Doing anything to promote bikes in congested areas while sacrificing car travel is unacceptable.
133	If i was retired and had all the time in world to sit at these signals . . . why can't this region get its act together related to synchronizing signals for better flow that would greatly reduce emissions like Las Vegas using AI? this is a big reason for driver frustration and impatience that is taken out on micros. Synchronizing signals using AI and not timers should be a huge priority to help alleviate emissions from idling.
134	If the pedestrian signal isn't accessible with audio & tactile, then peds with vision and/or hearing loss will have difficulty judging when the Ped phase is activated.
135	If there was a way to better capture what the bicyclist are actually doing at the intersection that would help as well
136	If there's supposed to be an indicator for turning left, we drivers aren't seeing it. Numerous drivers make the assumption that it's okay to turn because there is no longer a red light for them. They hesitate and then proceed to make the left turn when it's clear.
137	If used, should be combined with the pedestrian crossings
138	Impressive addition as well. I didn't get the chance to examine them very much. I hope they have a sensor for bikes, scooters, and other micromobility so the users do not have to push a button.
139	In an auto, takes a lot of getting used to. Also, pedestrians that used to cross Virginia St. diagonally were very confused and ended up walking against a red hand signal. Might be better for cyclists though.
140	It is a little hard to distinguish it from the normal car signal. I know a few people who went left on a green bike light, because they were looking at colors and not the shape of the image. A lot of times when I drive by this interesection, there usually isn't a biker waiting. Is there a way so that magnet gets set off by a biker to set the light off or a physical button that sets the bike light off?

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ID	Do you have specific comments on bike signal and intersection configurations?
141	It is ignored.
142	It is unnecessary because during the motor vehicle turn phase drivers are already aware of possible pedestrians crossing the street.
143	It negatively impacts access to St Mary's. In case of an emergency this could cost someone their life.
144	It will just allow traffic to build up more behind the signal.
145	It would never be properly explained to the general public or used as the general public of Virginia st is scam
146	It's a bit confusing
147	It's difficult to identify them if I'm not already looking for them
148	It's nice to know when there is a protected time to ride across the intersection.
149	It's confusing and hard to see
150	It's confusing and makes the wait for everyone take forever. It was bad enough with the multiple ways for pedestrians to go with all lanes stopped. Why can't a bike wait or get off and walk, too?
151	It's not needed. They can go with traffic just like everyone else does. I think you all just wanted to spend money on nothing.
152	It's problematic. Southbound -- having to shift sides of the street after looking for the correct traffic light to receive permission to do so is not what inexperienced bicycle riders will be comfortable with. I am an experienced cyclist, and even I had to hope that no vehicle driver at the same intersection also heading south mistook my green light for my bicycle as the signal for their car. American vehicle drivers are not the most observant folks -- not all will see the little green bicycle!
153	I've been hit on my bicycle 2x. I think I just might get back on it again!!
154	Just more information that drivers won't pay attention and miss
155	Keeping things simple is always best
156	Kind of hard to see
157	Let's not make traffic wait longer. Whether it be cars pedestrian or bikes nobody wants to wait and wait. Traffic flow with everyone going the same direction as much as possible is always the safest way to go.
158	Light are too bright, drivers confuse them as being a traffic light for cars. I confused it once or twice
159	Lights are too slow now.
160	Like with many of 5e lights in Reno, you need to make sure it won't make traffic worse. I daily wait at intersections on red lights for several minutes at a time while absolutely no traffic or pedestrians come in opposing directions
161	Liked it in principle, but the lane swapping sides of the street through the intersection was extremely confusing.
162	Little confusing to be traveling southbound (east side of road) on scooter and have to look at the opposite corner for signal
163	Looks like a bad case of overthinking.
164	Love the bike signals, reminds me of Amsterdam and Berlin, amazing to see in Reno! Gives the city of Reno a distinct feel and it's a unique feature to be proud of!

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ID	Do you have specific comments on bike signal and intersection configurations?
165	Love the idea, I'm sure as more get used to them and all road users know where/when to go it'll get better. There was some confusion I noted from road users at this location from time to time
166	Make it more noticeable.
167	Makes it safer for both bicyclists and pedestrians.
168	Makes the light longer so people just cross whenever which makes it harder for cars to go thru the intersection
169	makes the wait time driving longer
170	Many disregard and go when they want to
171	May actually be the only thing that almost makes sense out of this entire project.
172	May not be easily noticed; should somehow be made more conspicuous/
173	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.
174	Might get mistake. For a normal traffic light but I overall a great step in the right direction.
175	MOAR!!! Drivers are inherently self centered and believe anything not a car is a trespasser: specific signals help us remind them to wait their turn, even without a PSA rollout.
176	More needless money spent on additional traffic signals and another way to hold up traffic.
177	Most tourists don't bike. They come in groups in a car. Your ideas are [REDACTED] too complicated. Just avoid the whole area. Great for commerce though
178	Need people to use as designed. Everything about this project needs lots of people doing the right thing.
179	Needs more signage at stopping point in bike lane. Dangerous with turning vehicles across bikeway
180	Never diverge a protected 2-way path across the auto network like this. You have to treat the bike network as its own network separate from the auto network. It confuses drivers; it makes them think you're disobeying the rules, it's only used by half the bike and scooter riders, and it overcomplicates things. 2-way paths are best when left uninterrupted for long stretches and given priority at interse, autos yielding to bikes on these. If there is stop and go traffic, it has no benefit.
181	No
182	No
183	No
184	No
185	No experience yet.
186	Nobody follows the rules.
187	None
188	not a good configuration, biker's did not stop, light too long, unless you are going to give gas money to motorist for sitting at a long light.
189	Not clear to use. Most people don't even notice the separate signals
190	not safe

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ID	Do you have specific comments on bike signal and intersection configurations?
191	Not sure I have a better solution to this given the need to change sides. Perhaps two brief bike signals at beginning and end of car phase? Really sucks to have to wait forever when bikes don't really need signals at all if not for cars.
192	now that the bike lanes are there I do everything possible to avoid driving near these roads as it is a nightmare.
193	Oh you mean the intersection where a scooter hit a RPD unit, yeah this is not going well
194	OK, but in some respects unnecessary.
195	Once again only about 10 people ride bikes. Complete waste of tax dollars to make dedicated bike lanes for 10 people. I dont know if you noticed but we live in a mountainous region. Riding bikes around here isn't exactly practical. Make more room for vehicles and parking. Not stupid scooters and bikes.
196	Only will like this if the bike signal is RED when the auto arrow is GREEN. In other words - the bikes have to stop and wait their turn for turning autos. Also, they should not be allowed to turn on a yellow for both bikes and autos. Let us not add more distractions for the motorist.
197	People don't understand it. And it doesn't work.
198	People waiting in a car at the light have to wait forever
199	Please connect these paths to shopper square. Plumas and Arlington to lakeside could use some assistance as well. I am not wild about the escooters.
200	Pointless, sorry
201	Probably a good idea if drivers get used to it. Bike signals in other places would be far better than a bike box for both cyclist and pedestrian safety, and would provide better auto traffic control. HOWEVER - I'm concerned about pedestrian safety if the pedestrian walk signal is combined with the bike signal.
202	proper cyclist education re: traffic signals may be less confusing.
203	really cool!
204	Red bike signals seem unnecessary. There's no reason to close an intersection to bikes when there's an opportunity for them to go. There are reasons to delay cars in favor of bikes for safety.
205	Redundant when there is already a traffic light
206	Regular traffic lights work well enough
207	removing primary lanes of travel to support a minority (bike riders) is a bad idea, San Luis Obispo has done this studied this and the utilization is minimal on the bike side, disrupts primary traffic doesn't encourage new bike riders
208	Reno is eliminating lanes that are frequented by vehicles, and therefore eliminating safety. Bicyclists have the audacity to not follow traffic signals over 90 % of the time. Why this then?
209	return the intersection as it was previously
210	Return to the Center Street design
211	same as above.
212	Same as the previous
213	Same comment as above. Many downtown cyclists disregard traffic signals.
214	Same idea. Too much change. Just make Virginia* all for bikes and people and leave the rest of the roads alone.

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ID	Do you have specific comments on bike signal and intersection configurations?
215	Saw few cyclists using it.
216	See above comments: this makes it very difficult for autos to make safe turns
217	See prior comments.
218	Seems confusing at first but is a nice feature
219	Seems like track users could easily miss the southbound bike signal at 2nd (let alone realizing there's a diagonal path crossing vehicle lane), so maybe more a visible location like where the bollard divides the 2-way track could help. Maybe there could be northbound track arrows inside white dashed and green filled path as an extra reminder that southbound should not continue on the left side. For south vehicles, maybe left straight and right and/or guiding stripes to help not drive into track?
220	Seems pointless unless there's actually going to be bicycle adherence to that actual intersection
221	Seems to confuse pedestrians crossing the street.
222	Seems to slow down flow of traffic.
223	Seriously? 😊
224	Should stop same as the cars, good idea
225	Sierra and center streets would have been much better choices
226	Signal ok,
227	Simply complicated a system that's been working for a long time. What happened to simply "Share the road?"
228	So helpful!
229	So unnecessary and half the time people don't even use the bike lane and still ride in the car side.
230	So, I would have the signal for crossing bike traffic to be on the same side as the bicyclist. The current setup is too awkward to constantly watch when as a bicyclist my head is always facing forward or the immediate direction of travel.
231	Society has not shown they are intelligent enough to decode new signals. It invites problems caused by people mistaking the signals indications.
232	Some vehicles turning on green bike signal, maybe use intersection cameras to issue warnings at first, fines or police monitoring if repetitive or frequent
233	Sorry Club Cal Neva, haven't been down that way since this abomination started
234	Sounds like it would work as long as vehicles are given adequate time to move on when the bikes and pedestrians signs tell them to stop.
235	Start caring about cleaning up down town and not so much about changing the street for the bicycles and scooters. Try watching them on the sidewalks (bicycles & scooters) There was plenty to clean up after the skateboards, now clean up and move them from the front of the shops
236	Stopped cars or cars at low speed are not the biggest issue. The bigger issue is to address separating cars from other transportation modes while cars at full speed and most dangerous. I am not sure the boxes do any good.
237	Takes too much time from vehicle flow
238	Takes too much time to cycle through
239	That intersection in particular is a hot mess. Pedestrians and the few vehicles who dare drive it follow laws at this intersection but no one else does.

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ID	Do you have specific comments on bike signal and intersection configurations?
240	That light was way too long to begin with now it's unbelievable
241	That would be great if our Police department starts issuing tickets to bicycle riders whom don't follow the rules of the road But they don't.
242	the bikes and scooters pay no attention, from my experiences at that intersection.
243	The bikes don't ever follow any of the signs or signal ever
244	The complete and utter stupidity of this configuration is mind boggling. Bikes completely ignore these lights. It is not only completely life threatening but totally confusing to all modes of traffic from autos, micro and pedestrian. And to have mid-intersection micro lane changes into head on traffic is insane
245	The cyclists don't follow the rules! Nor do the scooterists.
246	The idea is pretty great. Dumb though to get rid of a lane of traffic here on Virginia.
247	The lane crossing the street needs to be painted green to be more visible.
248	The light timing here worked well.
249	The signal placement is challenging, it may be that no other feature like this exists in the Truckee Meadows on a regular basis and may be solved with more outreach and general use.
250	The timing is odd and confusing. The cross intersection switch is weird. Bike signal itself is a good concept but could be better implemented and placed in an easier to see location.
251	The traffic lights for bikes suck! They're timed to stop you at each and every intersection proving this concept absolutely does not understand bicycles and energy efficiency of the rider's
252	The transition from left to right across same direction traffic is awkward. I didn't realize that left turning traffic went before me. I didn't see the bicycle traffic light at first. I almost rode into left turning traffic.
253	there are already so many lights on virginia. I didn't notice it until my 4th or 5th trip down the path.
254	There still seems to be a lack of understanding and appreciation by vehicle drivers, which can make me as a cyclist feel stressed. But that isn't the fault of the bike signal so much as a sign of our broader cultural deference for motor vehicles
255	There very little to zero of what was these are for. And the ones that this city gave out was pointless and useless
256	There was not any bikes when I was there.
257	There's not enough room for automobiles
258	These are also great, more of these signals please. The Dutch have these signals figured out so well that cars, cyclists, and pedestrians never have to wait more than a couple seconds at an intersection. Let's use that as our benchmark.
259	These have all been fantastic innovations. It was so dangerous to ride bikes and scooters in this area before.
260	These lights are effective if people obey them. E-scooter users > bicyclists do not obey the current traffic lights.
261	These should be implemented in more places, it gives a much clearer definition of who has the right of way to both the rider and the driver.

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ID	Do you have specific comments on bike signal and intersection configurations?
262	These should be installed in all zones that have these travel lanes. Also more infomercials on local TV stations, DMV, hotel infomercials for visitors.
263	They can follow the same lights and laws that autos do.
264	This (and so other downtown intersections) would be majorly improved with sensors.
265	This actually works.
266	This already doesn't work where it has existed in Sparks for years at McCarran and Nichols. Took away much needed vehicle driving lanes and parking. Too dangerous since bikes/scooters come out of nowhere and do not follow the rules themselves.
267	This can be confusing
268	This design seems to include the bike box which we do not believe is a good idea. It seems like someone will get hurt. Please rethink this.
269	This felt a little like overkill, but mostly because it was a single thing. Maybe it's more effective when installed in more intersections.
270	This is a GIANT waste of money based upon the friendships of the members of the city council and their friends. Bike lanes in Reno are hardly used from what I have seen. While it is good to have bike lanes the old fashion single lane with a white line are sufficient.
271	This is a little hard to see. Also frustrating to wait what felt like a long time, but given the need to cross over, it is probably the best solution. But remind me why we need to crossover?
272	This is better than the current traffic pattern. Still need to provide physically protected space for those who move around the city using micro mobility. We need more shade!
273	This is great, because it sets clear boundaries of how both the bikes& the cars may safely operate. Just be careful not to hold up traffic too long on the signal changes.
274	This is honestly a super safe option. I'm sure it may annoy some cars, but that doesn't mean it isn't safe and needed. People can wait an extra 30 seconds for biker safety. Not everyone can afford driving year-round and so keeping bike safe options is pertinent. I am personally paying for a PhD at the moment and biking is one way I save money plus it boosts my mood
275	This is just goi g to confuse the issue.
276	This is the most confusing of them all. The bike light stays on too long causing traffic. It is dangerous. Cops say use the crosswalk, but they are confusing. People are irritated and running lights.
277	This one confused the first couple of times
278	This seems like a good way to separate bike and car traffic. Very much worth the investment on bike-heavy routes.
279	This seems unnecessary as a cyclist can just walk the bike across the crosswalk like a pedestrian. Why add additional cycles that will likely add to traffic congestion.
280	this severely limits the drivers visibility to see if intersection is clear and safe, recklessly impacting safety; now the only way to see if intersection is clear and safe is for the driver to exit the vehicle and walk forward to check intersection putting the driver at major risk of fatal injury
281	This was a great way to get safely out of the cycletrack, I was worried when I pulled up to the end of the cycletrack and then noticed the bike signal. It worked great.

Appendix A - Survey Results

ID	Do you have specific comments on bike signal and intersection configurations?
282	This was great!
283	To me this is just a sign that the surveys mean absolutely nothing! You put something in place that appears to be permanent for something that was supposed to be temporary.
284	To often it makes a driver think they have a green light.. It's just a reaction to go when you see that light turn green.
285	Too confusing
286	Too confusing for all involved
287	Too confusing on this intersection. An already slow light became slower.
288	Too confusing to have multiple signals. Safety at its best starts with clear concise repeatable norms. Too many inputs increases confusion. Keep things simple. If you need multiple signs and lights...perhaps you're trying too hard yo cram too many wishes into one space.
289	Too confusing when in a hurry
290	too confusing. if Virginia was a pedestrian mall you only need a green light to corss and not two lights confusing people
291	Too long to get driving
292	Too much going on making it more distracting. And again, seems unnecessary.
293	Too much going on. Can confuse everyone and make stop lights unnecessarily longer.
294	Too much,
295	Took some getting used to but I like the concept
296	Traffic is a mess and totally confusing.
297	Traffic lights are already a distraction with turn arrows as some people are overwhelmed with things during their daily lives and occasionally run an arrow. Now throw in a green bike light and you are going to see it misinterpreted and people hurt.
298	Two way track leading to two separate one way tracks, separate signals for vehicles, bicycles, and pedestrians, bike boxes, all of which is crossed by a four lane road. When it reaches this level of complicated, I think it would be better to just place a roundabout or completely separate types of traffic with a Las Vegas Blvd style bridge.
299	Unneeded. Bikes are vehicies.
300	Useless. Tell me again why you're telling cyclists to get a 10-20 second head start, when they'll just end up in conflict when motorists catch up to them before the light at the courthouse? It's completely unnecessary.
301	Very concerned that Reno spends ZERO thought or research when attempting any micro mobile project.
302	Very confusing especially for visitors.
303	Very confusing for drivers. Considering the southbound bike lane light is on the southwest corner. It seems drivers are mistaking it for their signal. Makes for an unsafe situation.
304	Very cool and safe feeling
305	Very hard to see, more education is needed to the public.
306	Waiting longer at a traffic light is great incentive to come downtown.
307	Waste of time and money.
308	Watch cars turn on em and people on bikes and scooters are not using em appropriately

Appendix A - Survey Results

ID	Do you have specific comments on bike signal and intersection configurations?
309	We don't have the "bicycle traffic" for this to be necessary. Try taking care of the homeless downtown.
310	We have to wait so long for the light to turn, Virginia is hot and bikers are roasting in the sun and not even listening to the signal anyway
311	We need a bike signal at the bike trail that goes up an incline onto Somerset Ridge. Some bikers can not or are not stopping there and vehicles coming down Somerset ridge drive can not see anything until they pass the big Gazebo Entrance to Somerset Sierra Canyon sign and three foot high mugopines. Can you please give this info to someone who cares and can at least look at it before someone gets killed or hurt. I know it has nothing to do with this project. I just want to report this.
312	We need these at all intersections along 5th street it may help stop people on bicyclists and scooters from running red lights which has become a major problem since the scooters were introduced.
313	We need to update crosswalk signals.
314	What bike signals. Are you referring to the "handicap go" lights?
315	Which mode of transportation is paying the taxes for the screwed up streets?????
316	Who pays for it?
317	WHY
318	Why
319	Why not just eliminate southbound traffic in this section?
320	With the price of gas plus all of the counties taxes on said taxes you want autos to sit longer at a light?
321	Witnessed another bicyclist run the red light.
322	wonder if they use it. since it is not common
323	Worked better than I thought it was going to. Didn't have to wait very long and it didn't seem to hold up traffic that much.
324	Yes! These are needed all over.
325	Yes, it gives clear directions to everyone
326	Your signage [REDACTED]. Tourists cannot figure it out! Visitors on the scooters cannot figure it out. Have someone who has designed a traffic/bike system figure out how to sign so everyone involved sees and understands changes.

Appendix A - Survey Results

ID	If yes, can you describe where?
1	I will not go downtown for anything now
2	Virginia st downtown
3	All of them
4	Second/Virginia
5	W 5th from Vine to Keystone
6	Second street is too busy and I will not travel on it with my family.
7	Virginia between 5th and Liberty. I'll avoid that corridor at alm costs
8	Virginia
9	Downtown and midtown. Totally screwed everything up
10	Virginia Street where it is a single lane
11	I want to avoid being downtown now...and I live in that area. Thanks for ruining the neighborhood.
12	Where you put the new bike lanes in. To confusing
13	Personally I've had more wierd problems with Evans and forth to the ballpark. Please don't add bike lanes here. The homeless are not nice at all along there
14	On 5th once you arrive at Kietzke, it is particularly dangerous because there is nowhere to go. Please connect this path with another path on Ketzke for safety reasons
15	Heading south once I hit liberty I get off of Virginia. Cars get impatient behind cyclists no matter how fast they are riding and the barriers don't allow them to easily pass
16	All of it. I'm a senior citizen. It has radically reduced my access to vehicle lanes.
17	Virginia through midtown is incredibly dangerous. It's not conducive for any form of transportation (car, bikes, scooters, walking)
18	Don't plan to use the infrastructure on Virginia due to likely pedestrian interference.
19	I avoid that area as much as I can. Did any planning go into this? Or did the City just throw money at it.
20	Between Commercial and 1st Street along S. Virginia between 11p.m. and 5 a.m., too many people loitering and panhandling there
21	if this becomes the default , I will avoid all down town .. business , casinos, eating establishments'
22	As currently set up, Virginia. If I want to travel south on a one way road I'll drive Sierra
23	If Virginia St and 5th St are converted permanently as they are now - I refuse to partake in any events in downtown or the Neon Line district
24	Vehicle traffic is nearly impossible downtown now.
25	Northbound on Virginia cause ya'll [REDACTED] blocked it off for the whole 10 bicyclists of reno.
26	Any of the bike/scooter modified lanes
27	all of them
28	I try and avoid any street that does not have a bike lane.
29	First street. Super dangerous.
30	Nowhere
31	4th after Sutro
32	Virginia st. South of liberty, plumas st
33	Most of the city.
34	Virginia street where the bikes share a full lane with cars.
35	All of fifth and down town now that this is here. I honestly honestly have stopped going downtown. I head to the GSR and s. Reno.

Appendix A - Survey Results

ID	If yes, can you describe where?
36	There are areas outside of the downtown Reno region that are not marked as bike lanes
37	All of E 4th where the homeless are completely out of control
38	from second street north. Center Street is a much safer option
39	North on Virginia, and/or downtown is no longer appealing. Dirty and little store front appeal. When do we hold casinos accountable to a pleasant façade that supports the look/feel of our City?
40	Silver legacy under the overpasses/Sierra Street
41	When the traffic is too heavy and there wasn't a bike lane. Shared lanes are overrated.
42	No interest in traveling Virginia street between the river and UNR. It is a dirty, undesirable section of the city.
43	Areas outside this micromobility project (eg Arlington and 2nd Street; almost got hit twice by inattentive drivers)
44	I'm not comfortable on a bike shared road with cars. Midtown on Virginia
45	Riding thru Midtown on a bike was unnerving. There are posted signs and paint on roads indicating bikes are welcome, cars would tailgate or speed past. Lower speed limit or dedicated lanes would help
46	Center street - vehicles turning onto center street often cannot see far enough down the street to see if there is a cyclist or not. There need to be more traffic lights along this road for safety
47	Virginia Street between State Street and Ryland! That area is bad
48	breh. everybody knows downtown drivers are specifically targeting bikes to run off the road and don't give a hoot about scooter riders. so, 2nd, 4th, Sierra, plus Virginia closes for Special Events
49	I try to avoid these streets
50	Virginia street
51	West of Vine on 5th, the lane dumps out onto an automobile left-turn lane. The lanes must merge prior to this. Every stretch of path must be completed with a safe merge or else it is not a network.
52	I do t use the Micromobility lanes going south u til after 2nd street because they're hard to get into
53	I don't like riding the scooter in the main travel lane on Virginia through Midtown because the scooters don't have mirrors. I don't know who's behind me and I don't trust them not to run me over.
54	I used to pick up the mail on Sierra St and occasionally enjoy driving under the arch, now our company has issues servicing The Row.
55	Downtown Reno.
56	Virginia street
57	Downtown
58	Not only were scooter riders rude and moved aggressively at walkers—they did not follow automobile rules and acted like they owned the project. Change it back!
59	Downtown is a mess. the changes will only make things worse and more dangerous
60	Anywhere else in downtown Reno that does not have dedicated bike lanes separated from traffic by the plastic posts. Please expand so Reno is more accessible!
61	I avoid southbound travel on the two lane bike path due to its abrupt ending.
62	We're ever you guys did this on! Did you guys do your research or just put a map on the wall and just throw a knife at it blindfolded?

Appendix A - Survey Results

ID	If yes, can you describe where?
63	North on Virginia street
64	Virginia
65	Virginia St south of Liberty. Too narrow. Bikes should be encouraged on side streets instead
66	As above. I try to avoid it all. But I lived downtown, which is now quite a mess to get around.
67	5th street is a train wreck. I visit many cities and conventional bike lanes are the norm. Typical bike lanes place parked cars and passengers next to curb safe.
68	I enjoyed every feature of the micro-mobility pilot. I would not travel on anywhere with painted bike lanes + 0 barriers on 45-55mph roads. Too dangerous.
69	Downtown
70	Anywhere that there is a dedicated scooter or bike lane in the downtown area
71	I have honestly avoided downtown since I got scared off from the new roads like a month ago. I take the long way home now, which I think is part of the plan. I'm totally ok with it.
72	I feel the need to avoid traveling in virgins street. Seems too complex and causes delays.
73	I will avoid the heavily painted areas. this is extremely dangerous when wet. bikes, scooters, motorbikes can potentially slide on this.
74	Question is confusing. Do you mean micromobility lanes I wouldn't use? No. Are there streets without lanes I wouldn't bike on? Yes.
75	Virginia st 1 way
76	I gotta get to work so I have no choice!
77	Each and every one, I avoid Virginia st very often now because of it
78	I wouldn't travel these areas because the bike lanes that would get me to them aren't safe to use. None of this makes sense without better bike access INTO to the area.
79	Everywhere you create this stupidity I would avoid. Especially on a bicycle.
80	5 th street abd the one way porting of n Virginia
81	The [redacted] street
82	Main arteries ...not safe.
83	Virginia Street because it's only one way it stupid.
84	4th street
85	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.
86	Mixing cars and other transportation of differing speeds is a poor idea. Bicycling rules are poorly adhered too by other cycler resulting unpredictable behaviours which inrease risk for all concerned.
87	Anywhere where you put these types of lanes
88	It would be nice if there was a path through 4th st so that you could ride straight through downtown without taking a detour. Also, Virginia street closed a bunch during the study which closed iti
89	All downtown is becoming a nitemare to drive,
90	Its better to avoid -- and visually a bunch of clutter

Appendix A - Survey Results

ID	If yes, can you describe where?
91	Its amazing to come down S. Virginia but then you hit midtown and now where do you go? Wish center street in midtown had an extension of this so I could jog over there and feel safe
92	North on Virginia Street.
93	Any of it. Tried it once and won't again. Terrible idea
94	Hate the one way in Virginia st
95	I tried the Virginia street corridor two or three times and it was not efficient.
96	Virginia before and after the bike lanes start and stop, which ultimately makes it useless.
97	stopped using 5th street
98	Virginia through the casinos. To life-threatening due to little to no signage explaining anything.
99	Virginia from Circus Circus almost the whole way to the river now.
100	5th street in downtown. Two lanes??? Waited 4 light cycles on a Wednesday at 10 to go STRAIGHT.
101	I've been avoiding Virginia and 5th since you made these changes.
102	I stay away from the bird scooters.
103	Getting access to these bike travel lanes is hazardous, I'm not comfortable riding a bike from my residence to get to these lanes.
104	5th street and Virginia street.
105	VIRGINIA STREET!
106	Cars are now moving too slow, get impatient and make right turns without regard to pedestrians. Bikes and scooters are going full speed and not watching for pedestrians.
107	Virginia Street
108	There's no way I would bike in Reno unless these lanes were created everywhere.
109	Hills are more of a challenge.
110	Unprotected bike lanes on roads like Kietzke are dangerous and scary to ride at times.
111	When traffic is heavy it feels treacherous still.
112	South bound S Virginia bike lane ends at ends at Liberty - extend one block to make it safe to get to California bike lane.
113	stated above
114	I stay off busy streets that don't have bike lanes/facilities.
115	Anywhere on Virginia between Plumb and 6th Street
116	By the bridge
117	I wish I could avoid downtown, but I work there. As I live in South Reno and am not a cyclist, I must drive to downtown. I feel bad for our visitors.
118	5th street
119	Keystone bridge over the river. But don't put a bike lane on it.
120	Downtown casino area, Not a safe area
121	5th & Arlington - avoid at all costs. Same for the new one-way on Virginia. It's just a mess and congested.
122	Virginia street through Midtown feels dangerous on a bike. It forces bikes and cars to be too close together.
123	Between the arch and second st. There is a truck entrance to the Harris with no control of the intersecting traffic.
124	Virginia Street

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ID	If yes, can you describe where?
125	I will not ride my bike on Reno streets. Way too dangerous. I've lived in Davis California and the Netherlands. Both incredibly competent at designing & maintaining safe bike towns, with the general
126	Virginia street because you guys made it a one way street and it is horrendous.
127	i do not understand this question. i'm not traveling to Mars.
128	5th st
129	I now avoid these streets AT ALL COSTS. However I am unfortunately stuck having to deal with this every si how day because I live on Virginia St and we've had less parking, more scooter problems
130	I avoid Virginia Street at all cost now. How does first responders like a ladder truck get down a one way road?
131	I now try to avoid both fifth and Virginia. You idiots have destroyed the ability to easily travel around town.
132	South Virginia street - should turn Forest at double lane into a bike lane
133	All
134	The buffer lanes just simply don't work for scooter riders.
135	I won't ride unmarked lanes with traffic. Our drivers suck.
136	Nearly all of downtown is ruined for lunchtime out with the ladies.
137	Virginia Street - even with the cycletrack I did not enjoy riding here with kids because I was worried about how I would safely off the cycletrack when it ended and I was on the wrong side of the road
138	Would love to get from downtown in and around campus
139	Anywhere there are these barriers.
140	Most sound terrible and slow down the flow in downtown. Impatient drivers and people create accidents. Anywhere adding time to a traffic light isn't a good idea.
141	Keystone and Evans
142	Midtown, share the lane not working, people consistantly drive over the speed limit
143	Unclear question
144	Virginia Street downtown.
145	5th St from Keystone to Arlington, just a awful
146	With the recent change to Virginia Street I already avoid it due to frequent stops and unnecessary bike signals as well as it now being a one-way street.
147	Downtown Virginia Street, First Street and 2nd Street
148	Virginia
149	All of downtown Virginia street now.
150	Virginia st
151	I no longer drive my car on Virginia St. north of midtown and south of campus for a couple reasons: 1. traffic 2. transition from 2 way to 1 way
152	All of it. I consider it more dangerous than travelling with traffic on center and sierra streets
153	Not sure why I'm supposed to pay registration for my vehicle if the roads are going to bike riders who don't pay that tax.
154	I try to stay away from Virginia street as much as humanly possible now.
155	Virgina st
156	Virginia and 5th
157	I avoid that whole area now

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ID	If yes, can you describe where?
158	Virginia Street is a mess. It can't be good for business
159	Most of the downtown
160	Virginia Street downtown
161	Downtown
162	Anywhere there is not a bike lane/sidewalk
163	All the above
164	I stay away from downtown on the weekend nights. There are teams of scooter riders, that weave in and out of traffic, go against traffic,
165	I avoid downtown altogether now because it has created a chaotic mess for people who drive motorcycles or cars
166	I avoid down town/ Virginia st...mid Town Virginia st .and the drive along the river walk.
167	I have now left the downtown area and avoid the Midtown area
168	Down town
169	Avoid downtown as much as possible.
170	California. And Virginia. Area , bus depot , around the college .
171	Virginia st.
172	I avoid driving down Virginia street as much as 99%
173	Places where I'm confused because of overcomplicating such as sudden merging. Midtown is not fun
174	Downtown is terrible you have destroyed the Reno history
175	Those intersections such as Virginia and 2nd st.
176	Virginia street from north Sierra street to Plumb Lane
177	Virginia near Plaza and near 2nd street
178	Everywhere you do this
179	The area that's near the whale and Believe sign, mainly because there's no clear sign or indication to any traffic that they can't keep going straight or turn left ahead of time.
180	Virginia Street and 5th street.
181	I avoid the whole area now. This looks terrible, The people on the bikes and scooters don't stay where they're supposed to, I have friends that visit Reno from out of town all the time and they won't
182	I avoid the entire area on South Virginia because it is much more so a mess than before.
183	Virginia street
184	One way, many lanes, and turn-only lanes. Ex. Sierra St from I-80 to California.
185	Sierra street drivers are speeding and running red lights.
186	Rodes with no bike lane
187	Everywhere downtown! You all ruined the streets of downtown! So tacky! But typical!
188	5th st. from Keystone east & Virginia Street in general. if the aim is to keep people from downtown, this will surely help
189	Well I can't go north on Virginia and that's stupid
190	any street that has all these new bike lanes, etc. I have stopped patronizing ANY business that is on one of these streets
191	I will stay out of downtown due to this project
192	Virginia Street
193	Most of downtown!
194	Anywhere the miromobility project is

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ID	If yes, can you describe where?
195	The downtown area in general which is kind of sad for the business owners that I would have frequented
196	Virginia St. it's basically impossible anyway now with the 1-way.,
197	I won't go downtown now unless I have to.
198	Virginia street where the stupid project is.
199	I travel Virginia straight down to university. I DON'T like having to detour, especially if on a time schedule, all the way around from first street until fifth street and Virginia.
200	Everywhere that the project is happening unless necessary due to the increased vehicle traffic and the micromobility users still not following proper traffic laws.
201	Downtown. You talk about improving downtown area well most of those businesses there are closed and the ones that are still open or suffering because of this idiosyncrasy of this so called bike lane a
202	I'll take my chances. I need to get to the roc and other locations.
203	Downtown as long as this idiotic traffic pattern exists
204	Any area that didn't have the new infrastructure just felt so much more dangerous. I wish the rest of the city had these.
205	Will not ride my bike on 5th Street anymore
206	Places with no protected bike lane or where it is just a normal road from before this project.
207	Any where there are bike lanes
208	The entire section through Virginia street. Putting a one way down center and Sierra streets is a much better idea. Virginia is very hot with a lot of lights, makes my commute longer
209	Virginia!
210	I avoid all of the areas now. It seems too cut up and congested. Too much going on in a short space and span of time.
211	After my experience I will not return to downtown as long as this is in place.
212	Downtown now will be avoided, by locals and tourists.
213	Virginia street sucks butt now
214	5th Street
215	All of downtown Virginia Street now
216	All of Virginia Street. Good job losing my business, and I'm a local. Hahahaha
217	Due to all the bike and scooter traffic I will no longer go downtown to do business
218	Pretty much all of S. Virginia but especially from 2nd North/South. I attend a lot of pioneer shows and coming from Spanish Springs, I use alternate routes.
219	Virginia from 5th to Court
220	Virginia St downtown
221	I have been avoiding downtown...despite the "spin," these traffic systems increase dangers on the road.
222	Down main street to the shops because it is horrible to navigate to with the other one ways
223	Any
224	All of downtown that are now one way street for the micromobility
225	Virginia St
226	Everywhere that has this new program. It's a mess.
227	Any where were the new bike lanes are.

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ID	If yes, can you describe where?
228	5th & virginia
229	All of this mess
230	S Virginia between Liberty and 3rd st is nuts. Trying to get in and out of Pioneer Center is completely nuts with the mobility lanes
231	I refuse to use 5th street in my car or on my bike. Too dangerous.
232	Any street that makes driving with this nonsense more difficult (dangerous)
233	If I'm not working I don't go downtown at all but since both my jobs are driving jobs I have to go thru there.
234	Since the micro mobility started, except for work, I avoid downtown
235	Did not like the virginia st lane thing. We , a group of 7 needed to negotiate a truck doing work on the arch
236	Reno Path on Truckee River. To dangerous
237	I was confused by Virginia so I only used center and sierra street as a car. It did not affect my commute.
238	Virgina street
239	All of them
240	Virginia Street now.
241	Every other part of Reno
242	Bike box
243	Most if downtown! It's dirty, crime ridden, and drug induced zombies every where. Used to be a clean well kept city. Filthy McNasty now! Way to go Hillary and Thorny
244	Avoiding Virginia Street altogether now till I get past Liberty. Bikes are not your volume. Cars are.
245	All of them
246	On a bicycle I do not like to travel on roads without a bike lane. Some vehicle drivers are too impatient and not willing to share the road.
247	Will not drive down Virginia St. now.
248	Virginia St
249	Virginia Street. It is confusing where the bike lane crosses the street at 2nd. The jersey barriers are UGLY and do not make me want to be in the area. looks like more blight than the empty buildin
250	I'd love to see this feature down 4th street where the neon line will be. This will make the streets and sidewalks a lot safer once the J Resort is fully up and running!
251	Not sure what this means, but I have decreased by travels downtown since the bs approach on Virginia. so now we have 2 one way streets through the center of town. Visitors I've spoken to are unhapp
252	The confusing parts
253	Other areas where there are not yet bike lanes
254	I would have to look again but some places feel uncomfortable right for sure.
255	Virginia St from 1st Street to 5th St. Complete disaster
256	Huh? Sidewalks if bike or car; middle of lane if scooter or pedestrian
257	If we're referring to the micromobility test zone, then I have no problems with these areas. My issue is with the bike infrastructure in the rest of the city, it needs work.
258	All of Virginia
259	Fifth street
260	Buy Reno suites. Area

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ID	If yes, can you describe where?
261	Road without bike lanes
262	I like traveling the opposite of cars so that I can see on coming traffic so that I can move if a car swerves in my direction I can see and move out of the way instead of coming traffic
263	Various
264	The entire area under this "pilot project".
265	Sometimes Virginia Street
266	Everywhere those things are!
267	Bikes should watch out for cars
268	I avoid Virginia from 5th to 2nd at all costs.
269	I absolutely hate driving downtown because of the mess this has caused for drivers and business's.
270	Anywhere the mobility project is
271	Areas without bike safety improvements
272	Anywhere downtown.
273	We stay away from downtown now because of your "foresight"
274	Virginia St from 4th to City Hall
275	Sections that mix bikes and cars (such as bike box) seem unsafe.
276	VirginiaStreet, it feels cramped and there is not the bike traffic to make the change necessary.
277	Virginia street is awful
278	Anywhere where this ends up because it's a stupid idea
279	all of it :(
280	Virginia St stinks.you ruined it!
281	Everywhere you have made one way to cater to people who ride bikes. You have completely left out people who drive cars. You've inconvenienced all of us! You're terrible.
282	All of it. What a complete was of resources. We need traffic lanes.
283	Virginia street south of Plumb
284	Areas with glass!!
285	All of it and down town merchants are to hard to get to
286	On the road
287	I can't experience the features from a bike because I live SE of McCarran and there's still no safe way to bike to the city center. Also, bird scooters don't support my weight, so not very accessible.
288	Plumas, Virginia at liberty south bound
289	Any area without specific micro areas
290	Virginia street from Mid town to the University. I did it several times and had scooters weaving in and out from bike lane to traffic lane. Made me so mad won't travel that street ever.
291	Virginia street. I now avoid it.
292	Yes all the streets with this new plan.
293	I find this all absolutely a waste of time and money.
294	Down town Virginia
295	All of this waste of money.
296	Downtown Reno

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ID	If yes, can you describe where?
297	I won't be back downtown unless it's put back the way it was
298	The ones you the city have made a mess out of by adding all the stupid bike lanes. It's frustrating trying to access buisnesses in those areas.
299	All Virginia Street from 5th to Plumb.
300	All of downtown. I'll drive extra time to avoid the area.
301	The new one way street downtown
302	The section I dislike the most is the way the bike lane goes form a two on the left and suddenly crosses over to one way.
303	Oddie Blvd, McCarran Blvd
304	The whole strip
305	Downtown
306	We no longer take Virginia nor 5th street. This has impacted businesses downtown
307	You messed up the down town
308	I avoided viginia street all together.
309	Anyware you added these they make the tiny streets even tinyer they need to go.
310	There are 2. Left hand turns and streets that are narrow or do not have designated bike baths. In inattentive blindness "I didn't not see them" happens all the time.
311	Unless it's unintentional, I would avoid it like the plague. That would be a deterraent to go to an aces game.
312	Virginia St., 5th St. also, the median in 4th St over by Vine St. is XXXXXXXXXX
313	Areas under construction with cones obstructing safe passage or leading to difficult merges.
314	Any area where bird scooters are used.
315	All of Virginia
316	Downtown now with the scooters. However the city is intent on making it inaccessible for anyone driving. So the City's mission is accomplished.
317	Virginia
318	I used to never go through downtown via biking before as it was too dangerous. I still do not bike on any roads that do not have bike lanes. But the new lanes allow me to get to downtown more.
319	All
320	All of the areas mentioned
321	All throughout downtown to midtown, and over to ROC & St Marys
322	Have not driven on Virginia in either direction.
323	Just about anywhere downtown if approaching from the north. I try to come into downtown from the south.
324	Entirety of Virginia Street
325	I avoid Virginia street from where it starts to the end
326	I no longer use Virginia st.
327	I prefer the more side streets with less traffic
328	Virginia
329	Virginia Street
330	Avoided downtown at all cost because of these
331	4th street
332	All downtown now

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ID	If yes, can you describe where?
333	Virginia from 4th to the river, dirty, smells, rampant homeless, nothing appealing at all, needs clean up and upgrades, go back to two way traffic
334	All downtown Reno, I now avoid where the micromobility area has been created. Very dangerous for ALL.
335	Have not driven down Virginia (between 5th and 1st) since this project started and I live right there.
336	I avoid as much as possible any micro area, hell the city can't enforce laws already see nikes on sidewalks, going wrong way
337	Virginia and Liberty is an extremely busy intersection where bicycling is not suitable under the current conditions.
338	Virginia
339	I basically have stopped driving on Virginia all together and it had been the primary road I used to get from UNR to 2nd street.
340	The main road in this city that is ruined now
341	I don't go downtown any longer.
342	Micro users are still doing whatever they want. Mostly scooters, transients, and kids
343	Virginia St
344	Kietzke. --- 2nd Street near renown. ---south Virginia. ---McCarren. --- West 4th street
345	I've been using Virginia Street and Fifth Streets as my cycling "main drag" for decades.
346	virginia street
347	All of downtown.
348	The bike lanes
349	The transitions in and out of the micro modal project, specifically at the top of Virginia street. I wish it could connect to UNR at least!
350	Any street which has been modified for the micro mobility project
351	I will stay away from downtown.
352	Down town Virginia st
353	Everywhere you impacted with this nonsense.
354	S Virginia St by the ROW.
355	Anywhere downtown that does not have protected and separated bike lanes. it is just not worth the risk and drivers are clueless.
356	center street from river to campus
357	Virginia street
358	Virginia has turned into a disaster and looks terrible
359	Stop going downtown Reno!
360	I will avoid these areas when possible
361	I now avoid downtown because it's impossible to get anywhere
362	Cant use virginia or 5th now
363	All of them, I refuse to drive down town now
364	Virginia St.
365	Virginia, give me half the road all that you want, e-bikes/scooters still ruin it. They outpace traffic here and I've been taken out there a couple weeks back
366	Virginia st in midtown from liberty to plumb
367	I now feel the need to avoid all of these areas and the businesses located nearby.
368	All above if I could but this ties up where people yo drive

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ID	If yes, can you describe where?
369	Would never go on Virginia again with this ridiculous change and the one way only section. I now avoid 5th because the extra lanes and parking are not being utilized correctly and is just a hassle.
370	Virginia st. It became to cultured with all the temporary barricades.
371	Virginia street is totally useless now. If I owned a business on it, I would hate you.
372	The "improvements" no longer allowed me to travel north through downtown.
373	Virginia street
374	Have completely stopped using Virginia Street in downtown Reno. Aside from taking away much needed vehicle lanes, the amount of construction on buildings and exploding homeless population is dangerous
375	Any part of the project, unless I absolutely had to do business within those few blocks, and if I could find a business alternative, I certainly did so.
376	Second Street
377	All of Virginia.
378	S Virginia and 5th
379	Avoid Virginia because it's such a mess and looks trashy
380	Streets without designated bike lanes/paths
381	Downtown is not safe for travel outside of a car, too many homeless and drug addicts.
382	Now that this new setup is being implemented downtown - it just looks like one big mess. I see vehicles and bikes either not using it correctly or just don't care. I will avoid these areas
383	Midtown Virginia street, Plumb to Liberty.
384	Anywhere where this is implemented
385	Yes, all of downtown now. From St Mary's to Lake and 6th to 2nd.
386	Virginia st
387	5th street

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ID	If you answered no to the question above, why not?
1	Not interested
2	There were no bikes using it! No one check in to a hotel on a bike?
3	I come in from Spanish Springs to work. I need these idiots on bikes out of my way so I can do my job!
4	Homeless crack heads are dangerous.
5	IDEA!
6	I still don't feel safe and it is not convenient for my commute
7	I'm a full-time driver and have no need to bike or scoot
8	It is unsafe !!
9	It's still not safe cars are buying the poles they fly at traffic or other cars
10	People don't follow the rules for bikes, pedestrian and vehicle usage. I see too many near misses and such everything we go downtown.
11	if Virginia Street became of pedestrian mall then yes, as is now might try it but not a fan
12	I walk downtown. I take ubers when I go to bars. I drive my car to work on 5th st everyday to work. I am not riding a bike in this mess.
13	Not safe , cars are more reckless as it's confusing to them
14	This is a project for Millennials and Gen Zs not for me.
15	Either make the entire downtown pedestrian or dedicate bike lanes in one-way streets only (Lake and Sierra) by removing curb parking. Place barriers instead of white pins.
16	I live close to downtown, walk to most things.
17	I don't trust this, there is no police presence, people constantly speed, run red lights, stop signs. It's confusing to navigate also. Virginia st has always been two ways. Thanks for messing it up.
18	Not until more control of the drunks, panhandling is better controlled. In Las Vegas on the strip and downtown you rarely see vagrants, panhandling happening in these zones.
19	It's inconvenient and unsafe due to crime.
20	not convenient to load a bike onto my car I'm too far to bike only, lack of secure bike storage
21	Because I walk but also drive Downtown, I do not agree with the reduced traffic flow.
22	I have to drive from Damante Ranch so I have my car.
23	Can't trust people in vehicle, too much stuff happening in one place
24	I am unable to walk long distances and definitely cannot ride a bike. I feel that my group of people, older, disabled, and families with small children have been excluded in Reno's plans
25	I drive for work, and this project has made vehicle travel downtown very time consuming, negatively affecting my job performance.
26	Living outside of the downtown area, and without reliable/cost effective public transportation I still drive into the area. I believe this is the case for many visitors to the downtown area.
27	I aint riding my bike up and down hills all day. [REDACTED]
28	Cars are better and safer
29	Because I would do it anyways
30	I volunteer at Hillside Cemetery I will not walk there or bike there or scooter there. Too far from my residence. And too dangerous to use other forms of transport.

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ID	If you answered no to the question above, why not?
31	It is poor execution. So poorly done and not intuitive. Good luck with the businesses that will close and move out. Jacobs just got more help with emptying downtown.
32	This was a very distracting and unnecessary feature
33	Just as dangerous. Drivers aren't expecting scooters that aren't obeying the laws. Expect more pedestrians to be hit by cars.
34	I'm going to move around downtown Reno anyway.
35	.
36	Because more are needed
37	The Virginia street placement is inappropriate.
38	There is no good way to get downtown without an automobile in the first place
39	It makes the area less desirable. The character of downtown is changing and not for the better.
40	It's still not safe because speeding is epidemic amongst the already distracted driver's on our entire area now! Road rage is common
41	Still riding my bike regardless of what unnecessary esesary stupid you do downtown
42	MORE PHYSICAL BUFFERING AND DRIVER EDUCATION, Y'ALL
43	Riding a scooter is not for adults. Riding a bike in nice cloths is not for adults.
44	I don't know who at the city comes up with ideas like this but they should be fired!
45	I feel it takes away a historic part of Reno.
46	Because this is Reno, no downtown sac or SF. The project is only via me during the few months when it's not 90+ or in the teens
47	It's not viable, I drive in from Verdi, another area you're trying to ruin and manage a business in Reno, I must use my car.
48	I have no right hand so figure it out. Thanks for not providing ADA compliant public transportation
49	I drive through downtown to get to my destination, of which, is outside of walking range.
50	It negatively impacts access to St Mary's. In case of an emergency this could cost someone their life.
51	The area is not designed for bikes
52	Too confusing and possibility of injury to random. Close Virginia st
53	The cold, wind, and snow do not allow for bicycle use in downtown Reno
54	See comment above. If you want people downtown, you need to make it easier to park and walk—and make sure that there is adequate police presence to prevent illegal activities
55	I work for a living and sometimes it takes me downtown
56	It's too hard to park now any scooters are too expensive
57	I've been biking around Reno before these features were implemented. But they don't make me want to bike downtown any more than I already have to. It's still not a very pleasant place to bike.
58	They are not helpful
59	Drivers are confused at intersections where there are more changes and are distracted, running stop signs and turning in front of oncoming traffic.
60	This is a joke. People are riding in the lanes they're not supposed to be creating a mess
61	I walk anyway, as much as I can. But I have mobility issues.

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ID	If you answered no to the question above, why not?
62	Because im gonna get run over on a bike or scooter, plus i have legs i can walk
63	Because I don't normally walk around downtown because I don't wanna be mingling with the homeless and the smell of sewage everywhere downtown.
64	No because I'm a local yet access downtown to do business and eat. I wouldn't think too many locals would park their car and hop on scooter.
65	I walk on sidewalks. I typically don't ride any bike or scooter but could.
66	Dangerous
67	They are not safe and I constantly see scooters and bikes violating the law
68	When I come downtown I park at a convenient location and then walk.
69	I mostly travel by car when I am downtown. Minimal walking.
70	if on a bike, this is stupid and makes it more difficult to navigate the roadway. and in some areas, more dangerous for me and it is just ugly.
71	Because it is too dangerous
72	It doesn't make anything any easier
73	Downtown and the surrounding areas aren't safe with all of the drug addicts, homeless people and criminals XXXXXXXXXX everywhere!
74	Why the XXXX would they? They aren't good.
75	People do not understand the new feature which render them useless.
76	have to travel to reno to work, outer county
77	I can't safely get to downtown on a bicycle so can't use my bike downtown. These features don't improve anything for pedestrians downtown. I already walk everywhere after I park the car once.
78	Creates way more headaches to an area I already tend to avoid because I have to drive through the nightmare that is "Midtown" these days with all those stupid changes.
79	Not interested in bikes. Unsure of safety of walkoling
80	Cause it's wasted resources when it should be focused on helping the homeless and LOWERING THE RENT.
81	There's really not that much there. No streets full of wonderful creative stores to visit with easy access to a grand city park... There's really not that much there, downtown is not what it used to be.
82	Because you haven't address creating living spaces for the homeless nor have you dealt with the drug dealers and prostitution
83	Closing Virginia Street to Vehicles and only open to foot traffic would encourage me to attend more events and walk the strip.
84	Handicaped walking is a issue
85	Cause I live down town and I have a car. Just let me drive a car down town without getting a ticket every other day and getting cut off by bird scooters daily
86	I won't ever be comfortable riding in high traffic areas.
87	I hate what you did with the street
88	I drive downtown to eat with friends or see a show, but if this slows down auto traffic to much, I'll just avoid the area. There are a lot of homeless anyway, so I don't feel very safe.
89	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.

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ID	If you answered no to the question above, why not?
90	Remove other transportation from the cars. Leave the cars as they are and move other transportation from the mix.
91	I don't like any of these features.
92	Senior citizen
93	There has to be a balance between promoting bicycle use and accommodating vehicular traffic. The changes don't get that balance correct and over-optimize for bikes creating issues for vehicles. I sup
94	Homeless
95	I commute and conduct business thru downtown. I park and walk.
96	Because it is not convenient nor is it safe.
97	Too confusing
98	Yes but I ride 5 days a week to work, rain, snow, ice, heat, cold so the improvements and tests are great but could be better and need more feedback from daily commuters.
99	Only if there's dedicated, protected bike lanes spanning all of Virginia, McCarran, etc. Otherwise, unless you live in midtown, it's useless.
100	Downtown resident and I walk already. No I am not ready to buy a bike.
101	Still have to drive through downtown to get elsewhere.
102	Negotiating downtown for business has gotten more difficult. Parking has gotten exceptionally expensive. \$30?!?!?!?
103	Will just do my best to avoid the entire area unless I have to enter that zone. Used to enjoy the river walk and walking to the movie theater and some local restaurants
104	I am an Uber driver
105	Bc it's unsafe and ridiculously set up.
106	As stated before - most of these methods seem to introduce more risk of injury to bike riders as well as auto now.
107	Reno is still an automobile orientated town. Now, if you get light rail from USA Parkway to Reno to Carson, that is a good idea.
108	More needs to be done to connect commercial, industrial, and residential areas for bikes and public transport outside of the downtown corridor.
109	Because I need to drive from Sparks to get to downtown. Because I like my car and motorcycles. Because I do not own a bike, nor do I want to.
110	We already walk in town and this won't increase that. We don't have bikes and are unlikely to ride the scooters.
111	I already walk quite a bit down town, so this does not move the needle for me.
112	Because of this mess I will NEVER go down there unless it's changed back.
113	The ability to bike or walk in downtown Reno should not come at the expense of people not being able to access public transport as easily.
114	Needs more safe connectivity to and from where I live in old Northwest. Need to have buffered one way bike lanes connected throughout the area to make this work.
115	I still ride bikes downtown but what you have done does NOTHING to increase the safety and convenience. Dumb ideas all around!
116	If driving, too slow. If walking, too dangerous and easy to get hit by a bike or scooter.
117	No, I live too far away from the Downtown area to make it feasible to bike there for events. I am not sure who would be using the new lanes, tourists won't hang around downtown either.

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ID	If you answered no to the question above, why not?
118	are you kidding ? dangerous and don't even own a bike. that would take me forever , too
119	i live too far away from downtown to bike or walk to get there, and I have no bus service. I still have to drive to get to downtown.
120	I am a senior with mobility issues.
121	But, I bike everyday already so it's more that the features will make my experience safer.
122	Drivers are not trained,nor are bikers/scooters on the laws
123	for me it isnt a yes or no. I may sometimes, depending on the reason for my visit downtown, chose to park and walk. however most of the time I'm traveling through
124	I bike regularly regardless, but it does make it nicer and safer.
125	Downtown is dirty and dangerous, I try to avoid walking as much as possible. The homeless and drug addicted are a huge problem.
126	I want to live, this is not safe, open your eyes, anyone with common sense, can see this is dangerous.
127	Any designs to reduce automobile use are welcome and show that Reno is moving in the right direction.
128	incredibly confusing and crowded with special features for imaginary users.
129	I don't want to be run over by bicycles,scooters and skateboards when I am on the sidewalk or trying to cross the street
130	I live too far for walking or biking to be an option. Not to mention, as an older woman, I do not feel safe downtown alone.
131	I would walk more but feel it's still confusing. I drive in from N Virginia and was surprised of the new bike paths with no warning signage beforehand.
132	I already walk. But I am concerned about auto traffic flow with these changes, as I saw a lot more cars lined up waiting to move than before the changes were made.
133	I would have to drive downtown anyway. Why would I drive then find a bike??? This makes absolutely no sense.
134	I'm an avid bike commuter regardless of bike lanes, but sure, they're a nice addition to downtown.
135	I walk daily in my neighborhood. Don't feel safe walking in downtown sad to say as I was born at St. Mary's. I am 69 and I don't ride a bike. Sorry
136	Wasteful. Confusing to drivers
137	These measures are anti access to the general public and change the overall wellbeing and impression of Reno in a negative way.
138	Again. Plane white striped bike lane are fine and cyclists understand how to use them.
139	Mostly visit midtown, nothing in downtown worth seeing and no place to safely secure a bike
140	Because walking in downtown as a female still feels unsafe.
141	Don't own a bike at the moment. Don't live close enough to the areas in question to walk often
142	Unsafe, and poorly applied strategies.
143	Still unsafe
144	Again, not until there's a public education campaign. I'm not going to be hit in my bike by Reno motorist.
145	Because downtown should be for cars and not bicycles.

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ID	If you answered no to the question above, why not?
146	I live in Verdi and do not have the time and ability to bike to downtown Reno.
147	Because I think the idea is stupid
148	Drivers and Riders are not sharing the Road
149	did you know that Reno is cold more than half the year and then its too hot the other 4 months. there is like a two month window where this was even a good idea at all. common sense folks.
150	i still have to battle idiot drivers after cycle track ends at 5th st on way to unr and getting to track from unr is still highly dangerous.
151	Because bike lanes that go with traffic make more sense and are safer. When I cycle, these bike lanes do not improve my experience, instead scooters clog them up or people walk in them. It's a joke
152	Public transportation is horrible for people in Spanish Springs and out lying areas so have to take car.
153	You have turned the Downtown into a disaster area.
154	I'm dressed up in heels, etc; Nov-Mar biking impossible
155	confusing non-functional features won't convince anyone, virginia was easier to navigate BEFORE the "improvements"
156	I live downtown. Did not find these changes helpful.
157	I can't ride a bike, and I don't have a scooter.
158	Are you serious?? These features invite the type of people - hipsters and idiots not from here - to further mess up downtown. I'd like you to keep it the way it was. The more of this wacko crap you ad
159	On the scooter, when they don't work, I am forced to walk downtown. Walking downtown as a young woman still does not feel safe, so I would prefer a car when the scooters don't work.
160	How about maybe? I live in sw Reno and until there is better connectivity from my neighborhood, I don't want to ride to downtown and driving and riding defeats the purpose.
161	You would need to extend bike arteries into neighboring communities for it to really be useful to ride from a distant home
162	It's too confusing for drivers. Don't trust others to hit me
163	Would be convenient for work if ever an option
164	Because I work downtown and I am not always able to bike or walk.
165	I'm very open and excited to see the city taking steps to make the area more bike friendly and safer for bikers
166	I don't go downtown.
167	Not interested in a walking paradise. I'll drive somewhere else I can park. So, avoid downtown forever. Perfect!
168	Too far from home. I am too old. I don't like bikes.
169	No more or less
170	When I go downtown during the day I have more equipment then would be possible to carry on a bike. If I go downtown at night it is by an Uber or other rideshare service
171	I generally walk. Very little has changed for pedestrians
172	Don't offer practical safety improvements. All fluff.
173	I don't live downtown. I have to drive there anyway
174	can't understand why there is a reduction of auto travel and parking capacity?

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ID	If you answered no to the question above, why not?
175	its [REDACTED]
176	Mostly weather related. Too hot or too cold and downtown is just an ugly and unfortunate sight along the way
177	If not driving, I (and those in my company) walk and use the sidewalk. These changes will not make me more or less likely to change that.
178	No, I don't bike and these changes don't seem to effect pedestrians.
179	I will avoid businesses affected by this ridiculous mess.
180	I don't have a bike to ride. I would rent a scooter if needed when walking around
181	It's just not as safe in some parts.
182	I always walk that's why I pay big bucks to live downtown with all the homeless
183	It's a [REDACTED] and it's easier for me to drive around downtown to get to work than it is to drive through it or bike.
184	No one follows the rules anyhow.
185	It's not easy to navigate.
186	I am not a bicycle reader. The road is narrow enough now.
187	The downtown is now a ghetto.we need more local businesses not casinos. Leave the casinos we have have more stores restaurants that can b walked
188	I cannot walk well due to vehicle related trauma and I don't own a bike
189	Not an option for me at this time.
190	Dum dum dum dum dum does that answer your question
191	I almost was run down on side walk twice with people driving scooters uncontrollably fastscary
192	It's a waste of our money and is not necessary. I've been a resident since 1971 and the biggest little city has lost its charm with these silly experiment foisted upon us. Spend on the homeless
193	I don't want to compete with these riders who totally disregard traffic laws
194	Not everyone has the ability or means to afford to ride a bicycle and as well as having great difficulty walking
195	It's not practical
196	This isn't Mayberry, although law enforcement appears as incompetent as Barney Fife in enforcing the rules. Too dangerous on bikes and on scooters. Plus, I don't want to be a party to the casino's w
197	Live in VC Highlands, don't usually make it down further than McCarren
198	If I don't feel safe as a motorist driving through those streets, I'm not going to cycle through them.
199	Disabled
200	Because I drive.
201	I have mobility issues and park in handicap parking. I need the car to park to as close as I can to where I am going.
202	I'm older and disabled so [REDACTED] no. But thanks for making driving super complicated.
203	Never I will drive or not do business downtown
204	Terrified of any crosswalk now. Plus knee broken so lost my job
205	It makes driving through those zones in an automobile torturous. I avoid those areas at all costs
206	I come to access business the restrictions impede my ability to go tintypes businesses I will not go there from now on.

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ID	If you answered no to the question above, why not?
207	I like in Cold Springs and work in downtown. Too far for me to ride plus I am temporarily in a wheelchair so driving is my only option.
208	Live too far away to not drive a car
209	Can't walk that far
210	I don't think Virginia Street is set up right. I'm so angry about it
211	Disabled.
212	I already ride my bike normally to downtown area appointments. Need more bike racks.
213	Because I am 78 and don't cycle much anymore.
214	cause I don't have a bike or have that kind of time to waste
215	The turning movements are unsafe; too easy for a vehicle to hit a scooter/bicycle when turning right.
216	i feel like they might put me in more danger at somepoint than trying to keep my safe. I can't predict how other people are going to react at certain times.
217	This is the stupidest idea the council has endeavored on.
218	The whole thing is a disaster
219	Creates more hazards for automobiles
220	Return to the Center Street design.
221	I don't bike, so it's just a no for me. BUT my husband commutes to work through there on his bike and I am hugely appreciative of a safer way for him to do that
222	I already walk because I don't own a car.
223	I will bike regardless of the infrastructure, I'm ok fighting for space with drivers. However the infrastructure allows me to ride with my kids and allows access for all ages and skill levels.
224	Downtown sucks now!
225	i can't walk or bike from residence to downtown where i used to attend theater, visit restaurants & parks. on recent visits i was discouraged by speeding scooters, irresponsible bikers.
226	Because it's not the "way of the future" autos are still primary
227	they are dangerous. I have biked them and the cars do not understand what the heck is going on
228	I live in the South area. I'm not biking all the way downtown!
229	Handicapped
230	If I'm going to bike in the downtown area, I'll choose someplace more scenic. I used to enjoy downtown Reno in its honky-tonk days, but now its just a place to get through except along the river
231	I am at an age I will not be riding a bike in downtown Reno.
232	You're spending millions on "Cargo Cult" products that won't work and will end up costing millions. Hire a CyclingSavvy.org instructor for \$200 and watch what happens, 10 riders at a time.
233	I am not going to drive to downtown to ho ride a bike... its totally messed up
234	Because for me it's too inconvenient. I don't trust the type of people hanging around the area. I really don't want my e bike stolen by the type of people that have made downtown their home.
235	Why would I want to ride a bike where I can be harassed by a homeless beggar. I wouldn't bring my kids down there at all ever those are wild ride a bike

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ID	If you answered no to the question above, why not?
236	I would not use these features 6 months of the year due to weather.
237	It's so scummy. Worse than it was in the 80's. I was born here in the 70's and never lived anywhere else. Downtown is horrid currently.
238	I will completely avoid downtown whenever I can, that includes no longer supporting the businesses in that area.
239	I prefer to drive.
240	I drive on Virginia street daily, many times
241	I live in Sparks.. MOST downtown visitors are tourists.. they do NOT have bicycles either!
242	Ridiculous accommodations that disrupt more than help
243	Cars will never look out for cyclists, skateboarders or people scootering. Almost daily I risk my life turning a corner or I hear one of my friends has been hit by a car.
244	I'm a senior and past the bicycle stage of my life. I drive to doctor appointments downtown and this is a royal pain.
245	The inability of other micromobility users to follow the traffic laws putting those in vehicles and also pedestrians in danger.
246	This one lane for traffic is ludicrous it needs to be lanes going they both ways so it can ease traffic get the downtown area re-opened up instead of concentrating on closing down the line lanes
247	Don't own an bike and it is too far from home to ride a bike downtown
248	Bike vs car... we know how that goes.
249	I feel unsafe walking downtown the streets are dirty homeless sleeping in doorways and And the smell of urine! This is supposed to be a tourist destinations I cannot believe how trashy it looks
250	I live in Dayton and loved to visit but this has made it a major hassle. I'll spend my time and money elsewhere.
251	It makes me feel less safe on to ride my bicycle there
252	To congested
253	Answer will be yes when there is a functional bike lane system. What happened on Virginia isn't ideal for cars or for my bike, I would prefer lanes done center street and Sierra instead.
254	I do not bike and also do not feel safe walking downtown. Hopefully, the area will be cleaned up in the future. It's very bad right now
255	I work downtown. I'm not going to bike all the way to work. There is no time for that in my schedule.
256	The changes are too confusing.
257	It's a mess. The overlay of a system like this on existing is clustered, confusing and not safe. A seperate system would be more beneficial
258	Downtown isn't a safe area to travel by bike/foot. Homeless people and drug use in public is a huge problem. Also an uptick in violent crimes.
259	Not convenient for me.
260	I live in Verdi, bike riding is not an option for me to get to town and use this.
261	Because the changes are unsafe for both pedestrians/bike riders and drivers.
262	Perhaps better parking so we could all walk around downtown, and possibly creating more of a desirable downtown destination

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ID	If you answered no to the question above, why not?
263	I do not wish to ride a bike we are no the kind of city that has enough immediate down town activities and residents. I don't want to drive down town and then find a bike to ride.
264	Too many distractions.
265	Because of my disabilities
266	Because making a cute colored path doesn't make me feel better about riding or walking, it makes me feel like an animal trapped in a cage. [REDACTED]
267	Cyclists and scooter riders are out of control, they do not follow signs or rules. You have given them full reign to do whatever they want. Weaving in and out of the bike lanes with no signal required
268	I can't do much of either despite being relatively young (50) but I would not bring my bike down there. It does not feel safe in the roads.
269	There is a short blocked off area for riding safely. Once you are out of this protected zone you ride along cars just makes for a headache travelling through downtown.
270	Need my car for work
271	it's more dangerous to everyone on the street
272	Because I use this road to commute with work and it adds an extra 5 minutes to my travel
273	I'll just stop going downtown, I'm sure the local business are already feeling this
274	I love too far to bike there
275	Going from my home to places downtown is not possible only using a bicycle.
276	I live far outside of the area so walking isn't an option. Plus there are not enough bike police in the area to make me feel safe walking with my kids.
277	Not enough money to afford cause you guys [REDACTED] instead of helping the homeless.
278	Driving downtown is a mess so I will stay away from the area
279	RTC is unreliable and I have PTSD from bike riding
280	I won't be visiting at all. It's frustrating.
281	I very rarely use my bike or walk to get from point a to point b.
282	I'm disabled
283	I live in NW Reno, it's a 10 minute drive to the city (why I live there). I'm not going to bike down there.
284	Conventional bike lanes do just fine and don't turn a State Highway (395) into a one way street.
285	Downtown Reno is trashy, I walk there as little as possible and wouldn't consider it at night. This town is a disgrace
286	Definitely not this project makes no sense at all
287	Because it's a mess. And unsafe.
288	Make me avoid the area
289	I've seen people drive their cars down a Barricaded micro mobility lane.
290	I typically need to drive when I am downtown and trying to pay attention and drive carefully it just adds confusion with barricades and lane closures and bike stoplights and it hurts business parking
291	Do not like the narrow path on virginia st. Did not like the 5th st separation lane due to lack of visibility.
292	Fix river path please

Appendix A - Survey Results

ID	If you answered no to the question above, why not?
293	We walk and drive
294	It's like being in a construction zone downtown. This is an extremely dangerous, and terrible design. It's hard to believe we paid someone to come up with this.
295	You can't bike on the trails anymore they are filled with homeless people. Put the money into helping the homeless.
296	No, because Reno gets extreme temperatures in the summer an winter
297	This is not automobile friendly. You are pandering to a small percentage of the public.
298	I have to go for appointments and live too far away to buke
299	Because I have to drive 10 miles to get to downtown.
300	There's no trees here. Just empty lots. No parking other than horrible casinos. Every visitor I have that visits thinks Reno is ghetto. They used other words.
301	I wouldn't walk in downtown Reno. We felt safer walking around New York City than here!
302	It's beyond complicated and ridiculously stupid
303	When I use a car it's because I need the car! I see nowhere that you reference conferring with the many taxpayers who actually live downtown.
304	I bike and walk here regularly regardless.
305	Confusing
306	I am not sure the way it is currently laid out is really safe.
307	Unnecessary
308	Live away from downtown, so need to drive there.
309	I live far enough away that a bike is not practical.
310	I just don't care for it. You are always trying to make us like California. Stop it!
311	These are creating safety and confusion issues. They appear to help no one. Waste of money and buckling to unrepresentative special interest.
312	Because it doesn't make sense.
313	I live in Verdi and there is no bus transportation here.
314	I am so upset that I can not access Virginia St that I now hate all bike lanes
315	See prior comments; you simply can't create some bicycle or scooter utopia while having a mix.
316	Travel by vehicle only
317	Live downtown; drive and walk often
318	Driving is more convenient. Virginia Street needs to be returned to to a traffic.
319	In my entire years here I have never walked in this area this is why I have a vehicle. This could never apply to the winter months due to our extreme temperatures.
320	Its inconvenient to ride to downtown from any residential area. I go downtown to eat or walk on the riverwalk and park in casino parking garages
321	Because it's too dangerous to bike here. We also get winter so it doesn't apply to us then
322	Cuz it's stupid
323	Because streets are for cars.
324	We go downtown from outlying neighborhoods and communities. We're not going to switch from car to scooter to get around downtown. We want to go to the movies or parks or businesses, but not now.
325	Live too far away from downtown Reno
326	We have biked into downtown and visited much more than begore

Appendix A - Survey Results

ID	If you answered no to the question above, why not?
327	I can't get from my neighborhood to downtown on a bike safely.
328	I live outside of downtown and must use my car to get to work 6 days a week. I'm a business owner downtown and this causes not only traffic issues but parking also.
329	Downtown is a mess with dangerous and unpleasant interactions. Please increase police presence.
330	It's dangerous with all the nuts riding on scooters at 15 to 20 mph and driving against traffic I think I'll invest in a dash camera
331	Convenience
332	Becasue I'm 70 years old, have a bad knee, and often visit at night, when bike riding is unsafe, even with bike lanes
333	I walk is how I get along
334	I have a physical disability so I use a car for transportation. I can ride a bike short distance, but the current bike vs car setup scares me and makes me less likely to ride in town.
335	I avoid downtown. If I go I drive.
336	I need my car for work
337	What do I want to bike and see in downtown!? There aren't nice shops to visit
338	Because I have a job so I can afford a car
339	I started riding to work at UNR a few times which I hadn't done in years.
340	I don't go downtown to bike
341	High amounts of homelessness and feelings of unsafe streets.
342	Ita awful now stop ruining downtown. Won't go there anymore.
343	Reno is too big to walk everywhere or ride a bike everywhere. I will still use my car!
344	Locals do NOT look forward tto going downtown. It's a sick, rabid animal looking to be put down. Let's not make it anymore dangerous, confusing. The core is diseased with empty lots and broken promi
345	Please keep these!!!!
346	It seems way to much
347	I can't walk or bike from my home to downtown, so as great as these features may be many residents like me who live outside of the city center can't benefit from them.
348	I won't go to certain spots downtown
349	I don't own a bike. Downtown area is scary to walk in due to homeless people and other shady characters.
350	The barriers are unsightly when walking by and driving downtown is a pain now.
351	Too much traffic now too many people in downtown Reno.
352	Because I drive my car. If I wanted to ride a bike I would do it in nature.
353	When I go downtown, I drive.
354	I will avoid downtown altogether
355	Too many bums and junkies. Downtown reno is unsafe to walk or bike. Spend this money one sending the violent/ crazy to jail.
356	Live too far from Reno
357	I have to travel into downtown core for medical treatments
358	Because it's [REDACTED] stupid. BIKE LANES DONT BELONG TO THAT NARROW [REDACTED] ROAD. Create a different road for bikes
359	Downtown is not safe, too many houseless.
360	Have to go for gym, live in sparks

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ID	If you answered no to the question above, why not?
361	Because it's a poorly conceived and horribly executed idea. This is a solution to a problem that did not exist. Whatever idiot that got struck by the good idea fairy need to re-examine their career.
362	Because normal people are on schedules, biking and scooters take too long. Normal people won't have their kids on bikes in downtown Reno due to all the homeless and chaos. Sheer stupidity.
363	I drive Uber is the only reason I go downtown to pick up passengers. You features make the pick up, drop off process less safe.
364	I do not enjoy the downtown area. The project does not make me want to ride my bike.
365	Some if us are driving from far away, why should I bring my bike or rent a scooter to get to my destination in addition to the gas I spent
366	I go to school in Downtown Reno & I live too far to walk, bike or take the bus.
367	It's too complicated
368	I do delivery's for work I could not make it on time
369	It's more confusing for drivers so more dangerous
370	The homeless is why I don't
371	I have to use vehicle. Virginia street has been a nightmare this entire time. HORRIBLE to deal with.
372	I am mostly just traveling thru from North Reno to SW Reno
373	Too slow still dangerous even more so as there is less road
374	I live in sparks, so biking to and from downtown is onerous for my schedule when I go there, especially since I am typically just stopping briefly
375	Not safe
376	All the fancy bike lanes and guarded turn areas etc. will not make downtown any more attractive. Too many homeless and downtown looks dumpy. I've lived in Reno 30+ years, no reason to go downtown now.
377	It doesn't appeal to me. What little I do go to downtown, I have to drive anyway from Carson City. It makes no sense to waste money on a rental scooter that could have a skimmer device.
378	I don't cycle. I don't always have time to walk. People travel downtown for reasons other than leisure and tourism. Our downtown is also a business area and thoroughfare and important connecting route
379	I do not over all enjoy riding bike
380	The Bird scooters are not supposed to be used on the sidewalk but I see more of them being used on the sidewalk than on the streets.
381	Walking in downtown Reno isn't safe for women
382	It's ridiculous
383	Because not everyone can walk or bike or especially ride a "scooter". And the scooters are used dangerously.
384	I live west reno, it is too far to walk and I do not own a bike
385	I spend more time in downtown and am more willing to meet friends there
386	Reno is not safe for anyone to bike or we all around downtown robbery, are all up. Do something about the crime first clean it up it's dirty gross and disgusting do something about the B
387	People are disrespectful by lying scooters in and outside of the designated spaces
388	Because to get downtown I first have to drive there.

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ID	If you answered no to the question above, why not?
389	Because I am older & disabled. Unfortunately my biking & walking days are behind ne
390	I'm not going to drive downtown and switch to a scooter.
391	I don't ride or scooter
392	TOO DANGEROUS! Bad drivers plus druggies.
393	Because its too cramped to be doing this to a downtown road meant to be two way not one way
394	I don't bike in downtown. If I'm down town I walk. That way I can see the shops and casinos as well as events
395	I live in north valleys. The hills are too steep for biking to be a viable way to reach downtown. I also frequently haul gear, bikes don't make that easy.
396	To many distractions to make it safe for me to walk.
397	I have a large family
398	Could cause confusion amongst those not used to these changes. I have even seen wrong way motorized traffic in these lanes.
399	They aren't safe enough
400	It's a freaking mess by
401	Because no one on these micro mobility aren't following the laws anyways
402	Virginia not safe for me
403	Dangerous
404	I'm traveling in to downtown and once I park I'm not likely to walk downtown. Especially with the crime and homeless problems.
405	I live further away and I have a baby so car is safer
406	dangerous and used mostly youngeer people
407	I already biked or walked around Downtown. This project just made leaving and getting home VERY annoying.
408	I'm disabled and have hard time walking
409	That's why they made cars
410	I am still concerned about my safety as a woman with the large houseless population still occupying downtown
411	Return Virginia back as it was
412	Not possible for mobility reasons.
413	I have a job where I need to travel through downtown for my commute just like many other reno residents
414	Because it's harder to navigate and people don't use these as much as automobiles.
415	The structure is Still to new and not safe
416	I need an automobe to get to downtown, so I am not going to shift to scooter/bike after I arrive./
417	I never biked or walked downtown to begin with due to the fact that i don't live near downtown so it wouldn't make sense.
418	Because the city should be spending its money and effort on cleaning up the city- not make it easier for chaos and crime to spread.
419	I use the sidewalk to walk. I live to far to bring my bike
420	The bike lane infrastructure was great. I did think the electric scooters were too expensive for me to use regularly. However, I loved the idea of them. I just could not afford to use them.
421	because its not something im interested in

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ID	If you answered no to the question above, why not?
422	I drive a car where im going.
423	Nonsense!
424	Because I have to drive to get to downtown anyway.
425	My opinion is that downtown should be closed for any traffi just open for pedestrian or some shuttle services for elderly people or the ones with disabilities. Of course the casinos pay big money for
426	I will bike regardless, but it would be great to have it feel safer
427	Homeless and drug users
428	There aren't to many bicycle friendly businesses anywhere in the downtown area
429	Do a better job of cleaning up the homeless, druggies and gangs and maybe people will bike or walk more ... it's not the lanes that keep normal people from downtown, it's the criminals and mentally ill
430	Reno isn't equipped for alternative transit systems . Other than automotive transportation it is extremely difficult and not time effective. The only community based alternate options are the scooters
431	Handicap
432	Do not live downtown, inconvenient to bike from my home for business in downtown.
433	The scooters are terrible, I'm not bringing my bike downtown and I only walk around during the festivals
434	I don't need to. I want to drive comfortably you don't understand how many people almost got hit or did and I have witnessed it.
435	Thats what sidewalks are for.
436	I just won't go down town at all, the businesses down there aren't worth the driving headache
437	Too confusing and unsafe.
438	I'm done riding up to north downtown, too dangerous now. I drive close and walk or get a ride. ldk how yall made it worse for actual bikes and cars, but ya did it.
439	Even though you are trying to make improvements and increase safety for bicycles, still scary out there.
440	I do not live near downtown, but I do conduct business there. Parking is already bad enough.
441	I have to drive to work and I work in the downtown area. It's too far to ride a bike from my home to work
442	There are many who can't bike and stuff like this is bad for people who walk
443	Prefer driving
444	Too dangerous down there to begin with. I would never allow my kids to go down there either for the same reason.
445	An automobile gets you there, not a scooter or bike.
446	I live to far away from downtown to walk or ride without being a burden on me.
447	I do business downtown in a suit. I don't think I will be riding my bike to a business appointment.
448	I have kids and it's not feasible to travel in anything expect a car.
449	Isolated to a single small area that I live far away from. I don't feel like Reno is very bike friendly currently. Would like to see bike traffic on side streets to separate it from main auto traffic

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ID	If you answered no to the question above, why not?
450	Our freeways are not sustainable for all the traffic going from north to south. I use the streets through downtown as a way to get south of town during high traffic periods on the freeway.
451	The one way has taken the attraction of the downtown away and given to respectful bicyclists.
452	The amount of days where the weather permits scooter use for my commute is not realistic.
453	It's not practical, the businesses and services downtown where you did this aren't ones I go between.
454	It makes me more likely to avoid downtown and its businesses altogether.
455	Too many confusion and distrust for drivers to confuse the bike lane as a car lane
456	Dont like how downtown looks like now.
457	Made it more difficult to travel with an automobile
458	We have side walks already we don't need more congestion. Secondly it's not as welcoming and looks like and active construction zone.
459	it is 18 miles to downtown from my house, so a car is required.
460	Too many homeless and drug addicts. Cars are not the issue. Plus, paint doesn't stop you from getting hit.
461	The traditional lanes reserved for vehicles os the best way. Bicyclists riding in the right lane near the sidewalks worked fine in the past. If it isn't broke, don't fix it.
462	Because I go bike in non populated areas and know how to operate a bike on a street without impeding traffic
463	My job involves driving a vehicle.
464	It is not safe. Aside from cars nearly running you over, there's always the chance of being attacked by homeless or gang assault.
465	I prefer to drive
466	How dies micromobility encourage a non downtown resident to visit downtown. Am I suppose to park my car and take a scooter? I've stopped going to 5ry street businesses because onst parking is unsafe

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
1	Don't like the one way on Virginia street
2	I love that Reno is finally getting some alternative transportation infrastructure put in. It's not perfect and could always be tweaked and revised over time but it is a step in the right direction. I would like to see Virginia street completely closed to vehicle traffic downtown and maybe through midtown. This could make space for food trucks, cart vendors, green spaces, more room for walking, biking, etc. and would make downtown a massive walkable outdoor space along the river. Drivers would still have Sierra and center Street to commute if needed for highway access as well.
3	Poor planning not good use of tax payers money
4	Focus on something that will actually benefit people that live in Reno... you know like lower gas prices & lower taxes. Are bikers going to be paying for all this?
5	Fix the left turn lane on 5th st at Nevada St so you won't be in a head on collision with opposing traffic. I turn left there everyday and walk across the crosswalk 4 times a day. Whatever "Einstein" decided that the left turn lane should face head on into the opposing lane going straight should look for a new job.
6	Neat way to try out a bunch of micromobility features. But getting there to try them out also highlighted missing existing infrastructure, e.g., going from Liberty east to Virginia north needing to cross multiple lanes to make the left turn for the beginning of the buffered 1-way or lack of bike lanes on numbered streets to get to the bike boxes.
7	This is a [REDACTED] idea it will cause MORE traffic and congestion downtown only being able to travel 1 direction [REDACTED] IDEA
8	A suggestion for First and Virginia, instead of four way stop return it to traffic signal. My business is located at 119 N. Virginia and I witness so much confusion and dangerous situations even aggressive ones. no harm in trying if it is a pilot program.
9	Just build this stuff everywhere. There is not a monet to lose for the climate, for roadway safety, for quality of life and for people dealing with the gas prices (yikes!)
10	I'll keep monitoring this summer and submit another survey come October
11	I commute by bike from NW Reno to the university. The new features on 5th make travel much safer. I would love to see this program expanded. 7th Street and South Arlington would be awesome expansions.
12	Any micromobility project downtown absolutely needs to connect to the bike lanes on North Virginia that begin at 9th street and go up through the university district. This is how you will get university students to come downtown and to midtown. Over the freeway would be difficult on Virginia, but maybe 5th Street over to Center, then up Center Street to 9th Street and back over to Virginia on 9th Street, where the North Virginia bike lanes begin up through the university. It would truly connect it to downtown and midtown.
13	Looking forward to seeing how this works in midtown.
14	It fails to consider seniors and handicapped who may not be able to ride these scooters or bikes but want to participate in the project. Give me access to 3 wheeled scooters and require Bird to provide them as part of their contract and facilitate their use Please.
15	It's more dangerous, the 4 way stop is ridiculous
16	Take it down. Get input from locals before wasting our money. Put a better plan together


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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
17	it is confusing. the way it is now, detracts greatly from taking a picture under the arch which thousands of people do each year.
18	Thank you for doing something to make biking safer downtown. I enjoy biking to work so much. But there are days or certain times that I won't do it because it's busy/ more congested and not safe. I love biking through my city tho, and these new additions have been great. My commutes feel safer and more relaxed. Having dividers and such obvious bike lanes is amazing.
19	Of all the things you guys could do downtown, this is what you decided on?
20	This was the most stupid idea the city has come up with. Local businesses hate it,has not increased foot traffic etc to the casinos rather it's decreased as people would rather go elsewhere
21	I think this is a fantastic step forward for the future of Reno. Not everything here is perfect (although unless the city adopts the CROW Design Manual for Bicycle Traffic, it probably won't be), but it does show that the city is doing something more substantial than the painted bike gutters found all over town. With the rising gas prices and RTC planning on cutting a large number of their routes, micromobility infrastructure is more important now than it was ever before. I am relieved that the city is beginning to reconsider having cars be the default method for transportation, and I want to see this spread across more parts of town, so more people can experience independent mobility regardless of whether or not they have a car.
22	Yes I would love to see more bike lockers. Safe places to lock our bikes so no one and steal stuff. Like your seat or if your on electric, they like to steal the battery. So mostly just chaining your bike up isn't the answer. Thank you again. I'll answer more when you need.
23	More and better bike racks for locking up.
24	Overall I like the changes and want more like it. Virginia St. works fine but it's a weird choice of streets to use and the temporary barriers are an ugly addition to our downtown. I know it's a pilot but it looks terrible. There was an event downtown a few weeks ago and Virginia St. was closed, forcing me to ride in an exposed bike lane on Arlington along with already annoyed drivers looking for a way around the closure
25	What is motor? Does an electric bike have a motor? Why are they not required to register and insure these vehicles. There have already been multiple accidents downtown between these scooters and motor(?) vehicles.
26	I would like to say • THIS IS GREAT • THANK YOU and • MORE PLEASE!
27	We park in the garages downtown and having Virginia be one way like center and Sierra makes crossing it a lot safer. I feel like I cross Virginia street more often and it has always been a struggle with cars coming both ways and not paying attention. Especially with people wanting to get a picture with the Reno sign, it makes it more friendly to visit.
28	Consult the public before implementing your project.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
29	<p>Keep expanding on bike infrastructure! Even just buffered lanes are incredibly value. Study after study no matter where in the world you look shows that when you introduce good bike infrastructure people use it, and people that are apprehensive to bike are in turn far more likely to start biking. This helps everything from community building, health and wellness, and traffic. Its wild how transformative bike infrastructure can be for cities. There is nothing special about our city that points to bike infrastructure not working here. Please give the community a chance to breathe in all these cars. It is not likely that our current infrastructure in downtown can expand to handle 10% more car traffic. Give bikers the same chance cars have gotten for infrastructure. Here is a fantastic podcast that any planner or developer should be thinking about when handling bike infrastructure questions. Active Towns Podcast - Designing the Cycling City we/ George Liu Dutch Urban Planning Institute - https://urbancyclinginstitute.com/ Jaret Singh jaretsingh@gmail.com 8167394478 If there is anyone I could speak with personally it would be an honor. I'd love to have a conversation and share a few ideas or resources.</p>
30	<p>Make the final barrier in the Virginia St a planter box! Or an art project! Like the train track cover!</p>
31	<p>would love to see this implemented on major cyclist thoroughfares. Check Strava heat maps for high-impact areas! Thank you for taking some action, though.</p>
32	<p>Do more concrete research. The City doesn't seem to have all the information. Stop flying by the seat of your pants and listen to the public. Stop catering to out of state corporations and cater to your citizens.</p>
33	<p>This could be the beginning of something great. But the homeless, drunks, panhandling needs to be addressed first. This was a big issue when the Fremont Street experience was developing. But eventually this was resolved, the same goes for the Las Vegas strip. Mostly due to increased horse, bike and foot patrols that are seen on weekends and special events.</p>
34	<p>Virginia Street needs to remain a normal two way street. This micromobility experiment is a nightmare and extremely inconvenient for getting to businesses. It's a waste of money and energy to placate "the woke future".</p>
35	<p>Public engagement for normal public has been lacking. As a motor vehicle operator I did not know about this project until it was under construction and have had to search hard to find means of commenting. Public engagement thru message boards or signs in project area would have been a better way to get public input. As it sits, I would guess that most comments will come from organized groups and support the project as the detractors have been cut out as they do not know how to comment.</p>
36	<p>overall an extremely bad idea, if you want to push away from automotive transportation, a actual working bus system, trolley or other would be better investment than the few who ride bikes. and it's a FEW</p>
37	<p>Everyone is still riding in the street instead of bike paths or other designated places, people on bikes or scooters don't obey traffic laws and will cause accidents or get hurt, traffic is worse downtown since it is one way down Virginia. I take downtown home daily to avoid highway traffic and now I have to deal with pissed off drivers, wrong way drivers, or pedestrians not obeying traffic laws and just doing whatever they want.</p>

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
38	There will be much more traffic and collisions. Especially with out of towners
39	<p>Yes - a terrible idea. What about special events? Are the bike lanes going to be closed? And again, what about the rest of Reno population who can't ride a bike or a scooter? The main problem with downtown is PARKING. Reno would be better off attracting people to downtown if there were inexpensive shuttles running from a main parking area outside of the downtown to bring in people to the downtown. Now most of the parking garages that used to be open to the public are now closed and inaccessible. Take a lesson from Sparks. They run busses from the Livestock events center to the Nugget 4th of July show and the Rib Cookoff. Why can't the Reno casinos do the same? Or are they too cheap? If you want to attract people, there has to be easy access for ALL and less empty buildings. Perhaps some restaurants with both indoor and outdoor seating, more live entertainment that is free to the public, farmers markets with local fruits and vegetables as well as local artists and other vendors. These should be more than just a weekend, more like a week to maybe even all summer long with different vendors rotating schedules. Maybe instead of bike lanes you could have food trucks. Reno must begin to realize that not everyone is a bike fan and I know of many young people that say they hate riding bikes - especially when it is hot or windy or really cold. In other words - stop catering to a very small percentage of the population. These people with bikes virtually disappear in the winter - they are nowhere to be found.... So, bending backwards for just them is going to cut downtown out of most people's plans.</p>
40	Reno is not East Sacramento. Please leave historical locations, such as Virginia Street downtown alone.
41	Reducing automobile traffic to one way to make space for micro mobility easements is unacceptable. Unfortunately our downtown infrastructure was not designed early on with this new micro concept in mind. This to me means that easy access to automobiles remains vital to the businesses of the downtown area. These micro mobility concepts are great, and it would be fantastic to see some compromise or construction to facilitate them without reducing our automobile access in the area.
42	What is going to happen there during Hot August Nights, the most revenue generator for the downtown area?
43	<p>Yea its absolutely terrible and a waste of my tax dollars. 98% of people here use vehicles. Why are we catering to 2% of the population?? Complete waste of tax dollars. Made driving downtown an even worse experience. Nobody uses these exclusive bike lanes so its a major waste. There was no public support for this in the first place. Why you idiots keep doing crap like this when nobody but maybe 2% of people want it is beyond me. Im about to stop paying taxes if my money keeps getting spent on dumb  like this.</p>
44	Overall the project is awesome.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
45	I would like to see it all undone and put back the way it was so cars and trucks can navigate safely. Others forms of locomotion can use any of the other less traveled streets and be much safer. Autos pay the taxes for these streets and deserve to have access that doesn't take 5 times longer than it used to take and waste gas while you are lined up like a wagon train to get anywhere. ie Plumb Lane on a school day, 15 mph. I've seen eastbound backed up to McCarran.
46	Should remain this pilot project as permanent
47	In cities where they have reduced vehicle only travel and expanded pedestrian and bike travel it benefited the area enormously. Couple that with savvy green spaces for trees and plants and it transforms a city!
48	Please return 2-way auto traffic to Virginia Street. The bike lane is an awful idea.
49	Put Virginia street back. We don't need 2 1wY roads downtown. The diagonal crosswalk was the best..
50	None
51	Keep up the good work 😊
52	I don't know if Virginia is the best street for this. Maybe center or sierra would be better since there's more room? But I really do love this project and feel much safer and way more likely to bike or scooter in downtown. I thank the city for trying out the pilot program and hope to see it permanent
53	Needs to be expanded and also like I said above, more education
54	I am a regular bike commuter through downtown to the university (using fifth street). The pilot project changes overall have made me feel safer and more likely to bike commute. A few areas need attention longer term, eg bike lane that goes into old parking cut outs on the east side of the Fifth / Virginia intersection reduce cyclist visibility of the traffic signal in the westbound direction and sudden lane swerving feels dangerous as a rider. Overall, experience has been positive. I hope the city will continue to increase infrastructure for micro mobility. This is badly needed and a great step in a positive direction.
55	These initiatives make me proud to live in reno
56	It's a horrible
57	Good job
58	Provide more support for the Bird scooter program. Already they are being damaged, knocked over, etc. Both locals and tourists love them though. I see groups riding all around where I live (4th & Ralston) and around the Riverwalk) every night.
59	Marking it easier for tourists to ride bird scooters is not helpful to the community.
60	Put it back the way it was. How many people need to almost get hit before you realize that a study or feasible 1.5 season plan should have been presented to the public and thoroughly considered. You will all be voted out this November and I support any pursuit of actions taken against those who participated in closed meeting decisions.
61	Please keep adding more safe bike lanes in midtown and downtown! It's so nice as a local to not have to have new options to get around.
62	They should take down the buffered spacer. Just mark the bike lanes with green marking

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
63	This survey doesn't mention the Byrd scooters, but I think they are a very high value add. Fun and cheap to use, while allowing easy travel throughout mid and downtown. Other cities have these, but with Reno's compact size they work very well here.
64	Expand the are range of the birds in the city.
65	<p>I am all for bike lanes to the right of vehicle lanes. The rest of my comments relate to the bird scooter project. Two objectives were listed for the mobility project. Including Bird scooters: 1) more sustainable ways to visit downtown, the Truckee River, and surrounding local businesses 2) improved access to jobs, groceries, healthcare and education. Unfortunately the Reno and Bird policies related parking will destine the project to failure for two reasons: 1) Bird delivered more scooters to Reno than was reasonably needed for the first several months resulting in a clutter factor of unused scooters that get in the way of pedestrians and businesses. 2) Bird notified users that the City of Reno requested it charge users \$5 when scooters were not parked in designated black diamond parking locations. As scooter usage increases, the number of scooters available should be increased. It makes no sense to have dumped so many scooters on sidewalks during the early phase of the program. It simply results in clutter and vandalism. The \$5 parking fine substantially reduces the growth of scooter usage in Reno. The most logical use for scooters is between residential areas and the downtown sector. The densest area for scooter usage is along the Virginia St corridor from 2nd St south to Mt Rose St, to include the lateral residential areas. Yet, nearly all the designated parking diamonds are along Virginia St. Users are charged a \$5 fine, by some arbitrary frequency, when they park a scooter in residential areas, where no parking diamonds have been located. I was notified by email and billed \$5 when I rode a scooter to an appointment at the VA hospital. Unless parking diamonds are located throughout residential areas, scooter users will still need to have alternative transportation when heading home from Virginia St so it defeats the stated objective of the scooter program.</p>
66	Cameras will be needed for accountability for all users, parking enforcement will be needed for citizens who park illegally, more safety is never a bad idea, the more safe, the more tourists, more foot traffic, more tax dollars for more improvements and maintenance and operations workers
67	Thank you!
68	<p>Virginia Street is really a dangerous road, and some of it has become more dangerous not, with a couple safe spots in between. Across Virginia Street bridge until Liberty is great. Midtown is a death trap to bike. I bike more than drive. The second street to 5th street acts as if you are separated. Thus bikers pay less attention, and so do cars.</p>
69	Commute everyday and it makes me feel safer in traffic.
70	As new transportation companies that offer rental e-bikes, e-scooter etc., come into the area they need be made aware to respect pedestrian pathways like side walks etc. They need to be responsible to remove bikes blocking ADA protected pathways and the city needs to reinforce this.
71	Do we really have to have vertical pylons in the buffer lane between the bikes and traffic? Doesn't 2-3 feet of crosshatch do the job and still allow for Street sweeping and snow removal?

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
72	Thanks Reno for your inconvenience to riders and drivers and our safety.
73	There is no reason to run the corridor on Virginia street. That section is dirty and undesirable. In my experience, local residents do not care to be on Virginia street north of the river. The corridor should be on Sierra street or Center street if the goal is to connect UNR with Midtown. A bike lane will not help downtown.
74	People who ride the scooters need more education and enforcement. They ride recklessly, dangerously and selfishly. They park on the sidewalks, creating tripping hazards and are a nuisance.
75	<p>I have a car that I can use at any time. However, it is much more freeing to be able to use my bike to get around Reno, especially since I live within a ~2 mile radius of everything I need to do. I ride a bike nearly every day of the week and I fully support any increase in bicycle infrastructure in the city. While Reno and Sparks have some bike paths and lanes, we still have a long way to go, and this is a step in the right direction. I've spent a lot of time living/traveling abroad in bike-friendly places, and here's a few other insights I learned about good infrastructure: 1.) If you build infrastructure, people will use it. 2.) Most car trips are under 2 miles. Encouraging people to walk or cycle will decrease traffic, make people healthier and happier. 3.) An increase in bike infrastructure can be enhanced with an increase in businesses that can make Reno a "15 minute city" where everything is nearby. For example, having an actual grocery store in Reno (or where I live near Victorian Square in Sparks) will encourage more people to walk a few minutes or cycle to the store instead of getting in their car. 5.) While not the pilot infrastructure, I feel very unsafe on the river path with how many homeless people live there, so I would love to see this improved a bit. This will connect my house to the pilot project areas downtown, so I would use it a lot more if I had a better way to get there. 6.) It's unfortunate that this is just a pilot project that will be taken away. I am happy Reno is encouraging more bicycle infrastructure, but I'm sad that this is such a "hot topic" in the community. Cycling is so normalized in so many parts of the world, and I hope we can, as a community, realize we don't need so much car infrastructure to live our daily lives! I hope that this project can be a starting point to increase cycling in the community. Because Reno is growing quickly, we need to invest in non-car infrastructure to give people more options and lessen traffic.</p>
76	Great forward thinking....go reno!
77	Expand beyond down town
78	Please enlarge this pilot to a citywide expansive project. The only downfall currently is the discontinuous nature of the existing infrastructure. More is better. Thank you guys for work.
79	Please continue to do a good job. This is a great project!
80	<p>The bike lanes are not necessarily in areas that draw visitors. It would be nice to visit local businesses in midtown, on California or on Arlington with the bike lanes vs the casinos. Roads that have signs indicating that bicyclists can share the road don't work, in my opinion. I didn't feel safe riding through Midtown on Virginia. Cars tailgated my husband and I on our bikes or sped past, very close to us - since there isn't enough room for bikes to ride on the side of the road. If the speed limit was 15, or if there was a protected lane, we would have felt much more safe.</p>

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
81	E-scooters are a hazard to pedestrians and cars. The usage does not appear to be about transportation, it is much more people playing around, riding in parking lots and the streets for entertainment and not observing traffic rules or paying attention to what's around them
82	There needs to be more consistency on where the bike lanes are located. Going from two way to one way is confusing and leads to safety issues. There also needs to be more enforcement for individuals breaking traffic laws. Scooters, bikes, and handicap chairs frequently drive the wrong direction on one way lanes. This is a safety hazard.
83	Put the two lanes back and support downtown Reno with the events. It seems this will further breakdown the possibility of future events that should be held on Virginia.
84	Boo! There's potential! But it's way too high profile and too many uneducated driver's combined with scooter rider's and non-cyclist, generally ignorant bicycle rider's all over sidewalks, crosswalks, and coming into oncoming traffic have created a pot of cycling hazards rather than attractions!
85	not a great rollout, terribly dumb to choose Virginia street since it closes all the time, HATE the lack of enforcement on all fronts, particularly a complete absence of RPD stopping the bird scooters on sidewalks.
86	What you are doing to downtown Reno is awful. Businesses have left. Access and parking are terrible. Reno is a shell of what it once was. We used to have events. Community. It used to be something to go downtown for a night out. Now. It's disgraceful.
87	The city is causing chaos and making it unsafe
88	The cost of this will not be made up by the scooters or visitors using the scooters. Complete mess.
89	I am originally from Amsterdam (lots of bike lanes) and SO excited to see more bike infrastructure in Reno!!
90	I am very happy to see the city beginning to deprioritize automobile traffic in our CBD where alternative modes of travel should be easy and preferred.
91	it probably should have engaged the Reno Bike Project and other entities working for the Center St Cycle Track rather than putting that on hold for over a year
92	Large waste of city resources and reduction in traffic flow through downtown for a vast minority of the population of Reno that will only see use during the spring and fall months at which point hardly anyone is going to be using this because it is too cold or too hot. On top of that now the city will have to put even more effort and more funding toward maintaining this especially in the winter months. Over all huge waste of city budget that could be going toward dealing with homelessness and keeping the city streets cleaned and area well lit.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
93	<p>You have to think of the bike network as a completely separate network from automobiles. Think of this: Would you want a freight train sharing a road with automobiles? If not, why? What if automobiles were expected to merge into lanes with trains? What if at every intersection, automobiles had no dedicated spot without a locomotive next to them? See the problem? You must think of this as two networks that overlap right-of-ways, or build bike roads that have no automobiles on them at all, with overpasses for cars. Think of the thought put into a grade crossing for Union Pacific, and that's the bike network you want. A bike "lane" is nothing more than bikes being guests on the automobile network. True, actual bike paths are their own right-of-way, whether or not they happen to travel in parallel with an auto right-of-way. Certain roads must be given priority for autos, and certain ones for bikes. Direct auto traffic through certain routes, and direct bike traffic through their own routes. The dutch call this "ontvlechten," which means "to disentangle." If autos and bikes must share an intersection, imagine them overlapping in a way that minimizes contact points, and provide clear priority for the mode of transport that is favored at that intersection. Here's a couple very good videos that explain what I just described: https://www.youtube.com/watch?v=FIApbxLz6pA https://www.youtube.com/watch?v=c1I75QqRR48 There needs to be a holistic plan for creating auto-priority roads and bike-priority roads, and they must all be connected. In short, having the project is better than having none at all. But the entire design of multimodal networking needs to be seen from a different perspective. Frankly, the best way to get this perspective is to ride a bike as your primary mode of transportation. Up for the challenge? If not, design a bike network that allows you to answer yes. Ky Plaskon has this site called "Build a Better Bike Network." ... We don't have a bike network.</p>
94	Overall I love it and am in support of any project that encourages bikes over vehicles
95	<p>Thanks for doing something. Still an issue of visibility for pedestrians crossing crosswalks around Riverwalk. Doesn't make any sense, plenty light, and when I drive I go 15-20, but still get surprised/caught off guard by pedestrians sometimes. Maybe the blinky lights if someone is about to cross. Or maybe pedestrian education to make eye contact with drivers before crossing, and have a foot out so you don't have to wonder if maybe they're just loitering near the crosswalk.</p>
96	<p>I think that expanding space for bikes, scooters, wheelchairs, and pedestrian traffic is very important for both pedestrian safety and environmental protection. I hope to see more development of safer bike and pedestrian spaces. Maybe one day I can safely ride my bike to work!</p>
97	<p>This is the biggest waste of tax payer money. I drove around and then sat for over two hours and did not see one person using this. What a mess it it has caused for local residents and those that travel this road daily for work. What a huge disappointment!</p>
98	<p>Almost hit by a poor lost tourist exiting the "bike lane" from Virginia to 4th ST, almost hit by a bus maneuvering 5th ST. Can't enjoy my cruise down under the Arch in the early am....if this is progress please take it back</p>
99	I would love to see more of this in the city!!
100	I wish there were more bike features like this around Reno!!

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
101	I move scooters off sidewalks they are blocking every time I'm down in the area where they litter the streets and sidewalks. You are blocking wheelchair access. How bout care about inclusion, this sorry attempt is not ADA compliant.
102	This is another I poor attempt to improve downtown Reno, Nevada. It's implemented with zero regard for health and safety, to local business, and was put into place without the appropriate input. Why are local business owners not included in these decisions?
103	It negatively impacts access to St Mary's. Incase of an emergency this could cost someone there life.
104	Get rid of this Special Interest project that benefits only a few. Give the streets back to the cars as it was designed.
105	Virginia street should be closed from traffic from 6th-2nd at least.
106	Enforce the laws! Traffic laws are not a suggestion. Why can't I run red lights and stop signs without consequences? We are in dire need of more police officers and if you let them do their job and write tickes for the bike and scooter violations we could afford them and make a safer city. The scooters say not on the sidewalk and only one rider? 95% of them do not follow any traffic laws. Why is this allowed? Want to save lives? Shut down Virginia fro 2nd to 4th and let them have their way. It is wasted space for vehicles now anyway. Outside of that, enforce the law! Make them obey the laws like the rest of us do, you know, the people that actually pay for the roads. Quit tying the the police officers hands behind their backs and let them do their job!
107	This is such a great idea! Most of the time downtown Reno resembles a scene like the morning after in a video game! This livens things up and make it feel safe to ride in. It has completely changed my view about downtown Reno on a bike. I use it every day to commute to work. Please keep this system and expand!!!!
108	Expand it!
109	Get rid of the bike lanes
110	Minimum inconvenience for me as a motorist.
111	Over all it seems to have brought confusion and mayhem downtown. How much does taking it down and putting it up on Virginia cost the city in employee hours?
112	For these to work, we need more education for drivers. Folks need to be aware that these features are being installed in advance (i.e. Virginia Street transitioning to a one-way street) and how to navigate them when sharing the road with non-cars. If cars and bikes/scooters don't know how to use these features, they will not be effective.
113	I would love to see red light cameras in Reno. People are pretty relaxed about running red lights.
114	I would add more trees to help keep cyclists cool
115	I would say to give bike infrastructure time to be adopted. It will take time for people to become aware and regularly use these. Many people are still not aware that they are there.
116	Thank you for wasting my tax money on this retarded project!
117	I liked it and wished it would expand and or include street closures for more accessibility via alternate modes of transportation and discourage driving in certain areas.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
118	If parts of this don't work, please don't stop looking for a solution. I'd love to get from the University to Midtown without a car.
119	How about making people accountable for leaving the bikes and scooters in the middle of the streets or on the sidewalks right outside businesses and people tripping over them. This is so awful. The idea was great. The implementation was flipping ridiculous.
120	I used a Bird Scooter to access this area. Really like the Bird project as well. We have only one car so I've used the Birds multiple times to get home after being in downtown. I'm able to ride under one of the discounted programs so it's very economical.
121	Get rid of those scooters! They are nothing but a hazard!!
122	Its horrible. Put it back the way it was
123	It's hard for me to believe that you called us a pilot program when it appears what you have put in place seems to be permanent. I wish you would put it back like it was. The city continually takes away dedicated travel lanes. It happened on Wells Avenue which used to be four lanes and now you were taking away lanes on Virginia Street. I don't know why we are catering to this bicycle and scooter crowd when they pay little or no taxes to support the streets. The vehicles do.
124	This is exactly the kind of infrastructure we need more of to create a cleaner, safer, and more equitable Reno. I am also more likely to want to go spend money at local restaurants and bars if I feel that I can safely access these places by bike
125	Snow removal doesn't seem to be addressed. With all the traffic marking and traffic dividers it's hard to imagine the extra snow removal time. Overall...it's not intuitive: extra signage, signals, diversions, etc add to complexity. Keep it simple: conventional bike lanes are well understood, the norm in most cities, easy to understand by motorists.
126	This micro mobility project has dramatically improved the quality of my life. I love it! I own two cars, a sedan for driving longer distances while saving gas, and an SUV for when I need to haul skis/kayaks or go off-roading and target shooting. However, I really enjoy biking for smaller trips and to get exercise, save gas, and to hang out with friends. Whenever friends visit me in Reno, I make sure to bike around with them and show them the city. Seeing their face light up like little kids as they bike to the Reno arch or when they bike next to the Truckee river is an amazing feeling. Obviously most people will still drive, but there should be more of these protected bike lanes and biking infrastructure around Reno so people can make small trips, bike with their friends, family, children, and do so safely without dying.
127	I'm all for safety. I do feel it's more confusing than helpful. I'll pay attention more to it when I'm there do see how it helps. Maybe it will be safer fir the grocery cart 🛒 pushers? I do want the homeless safer.
128	Please expand it
129	I'd heard they were doing this for Center Street. As much as I like this, I think I'd like that even more since I think it would be faster and connect seamlessly to UNR which is a huge commuter destination.
130	I liked it but let's also not get to invested, and turn everywhere into one ways or one lane. Let's not forget we're not able to utilize them all seasons here

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
131	This is the stupidest thing that I have seen in Reno. Complete waste of time and money
132	Virginia from UNR all the way to the end of the casinos should be bikes and pedestrians only. Leave everything else alone!
133	<p>I've seen projects like these in California, businesses have died on streets (years before covid shut down) that became more bicycle friendly. Motorists (aka revenue) could not travel the roadway in a timely fashion and had no where to park went elsewhere. Implementing these sorts of roads is just asking for businesses to fail. Also the hump in the middle of Virginia is ensuring emergency vehicles cannot make a quick u-turn. which makes me believe Reno City has no regard for law enforcement or first responders safety or ability to respond to an emergency. bicycle riders historically have a belief that they do not have to follow traffic rules. the scooter (bird) riders are bicycle riders on drugs. they do not know what they are doing, nor do they care. they do not have safety equip, age requirements. if they do, they are not enforced, again lack of enforcement. Why is there such a push for CAR FREE zones? Why is it so important to push someone's ideology on another? Cars give people independence and freedom. There is a certain group of people who think independence and freedom is a bad thing. And they are doing their [REDACTED] to work it out of our lives. If someone wants to ride a bike or a scooter or a motorbike, then so be it. We all just need to learn to work and live/drive WITH each other instead of this Pilot Segregation Project. When will Cities do what is good for the city as a whole and not pet projects that are a waste of money and end up being lawsuits in the waiting.</p>
134	Keystone needs to become micromobility accessible. Riverside Drive has only a pseudo bike lane. It is too dangerous to ride bicycles on, in my experience, and could use buffers. Idlewild should also have buffered bike lanes.
135	Go back to 2 lanes on Virginia Street and have more police officers available to get rid of the homeless, crazies and criminals!
136	To soon to say.
137	The general unwillingness to listen to any complaints because some slim [REDACTED] committee member has a napoleon complex.
138	Not positive since you are trying to make two consecutive streets one way sierra street and Virginia street one way Both same way (south) to be precise.
139	I definitely think 5th Street should stay as it is now.
140	Seems to hurt business, with the traffic flow

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
141	<p>This project doesn't accomplish the vision and goals stated above. It has limited benefit for the general public. It isn't worth the expense UNLESS there are also improvements to bike lanes outside of downtown. More cyclists need to be able to get downtown safely, especially from closer urban areas like mid-town, or these amenities won't reduce vehicle use or change much of anything w/r/t sustainable and equitable access to downtown. I'm only 2 miles away but I will still drive downtown because I've had too many close calls riding my bike from here to there. It seems like this project is intended to benefit UNR students and a small population of non-students, but not the general public. Most Reno residents will still drive downtown, park, and then walk. Downtown is small; most tourists will continue to walk it. The project doesn't change anything about that, and it doesn't do anything for pedestrian safety. In fact, it could make pedestrian travel less safe if the traffic signals combine the bike phase with the pedestrian walk signal. Summary from my survey comments: I strongly oppose mixing bicycles w/motorized vehicles (scooters) in the same lane. It could be dangerous w/o speed limits for the lanes (20 mph is too high - choose something safer - city blocks are short; scooters don't need to jet ahead of slow bikers just because they can). I think two-way bike lanes confuse travel; one-way lanes would be safer and easier for autos and bikers to navigate. Protected bike lanes are great. Not a fan of parking buffers but it's far better than no buffers on unprotected lanes. Don't think the bike box is a good idea (safety concerns, auto & bike conflict). I suggest revisiting the bike signals w/r/t combining bikes, scooters, and pedestrians in the same green phase. It could become dangerous for pedestrians if there is a lot of "micro-mobility" mode travel in the bike lanes. PS - Had I known I had to provide my email, I would not have filled out this survey.</p>
142	<p>The whole thing should be scrapped and anyone who designed it fired and anyone on the city council who voted for it should resign.</p>
143	<p>This is, hands down thr best thing that could have happened to downtown. I would love to see this all over the City of Reno. Sparks needs to take notes.</p>
144	<p>I appreciate need to protect bikes, the the kids on the scooters are both dangerous, and unsafe, often not following the rules of the road!</p>
145	<p>Yes</p>
146	<p>It's bull [REDACTED]</p>
147	<p>My vision of a healthy downtown Reno is one where there are beautiful protected and direct bike paths with trees on Virginia and Center Streets between UNR, downtown, and Midtown. The problem with the Virginia Street bike path is that it closes for special events. We need to finish the permanent Center Street Cycletrack and build a bike path on Virginia Street too. That way we can close Virginia Street and keep the Center Street bike path open as a safe and permanent route for students, workers, families, and tourists even during special events.</p>

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
148	RENO is really horribly spread out. There is no heart and you can't fake it with a cluster of tattoo parlors and booze establishments. Our downtown area is not as kitschy and cute as you think it is. If this were a college town these kinds of projects would work because more people are on foot or bikes. Bikes on MAJOR traffic arteries is never a smart idea. Virginia Street is not a quaint street or side neighborhood conducive to micro mobility. It is a main thorough fare that needs to stay clear. What you're doing is causing aggravating constriction. In Midtown with all the funneling medians, you're encouraging increased speeding on the side streets Forest, Center Street and Humbolt. The number of car accidents on Center is increasing exponentially. Folks on the scooters and bikes are in danger big time. What are you really trying to accomplish?
149	This shows so much promise, if any of these features can grow city-wide, Reno could easily be a biking capital. I ride my bike to work everyday, and although I'm used to riding on highways and long stroads, it can still be quite dangerous to bike on roads like Keitzke. But with more room for people not in cars, Reno could easily be a very walkable city.
150	I liked the buffered lane on 5th street. I used this regularly commuting to the university. I did not use the Virginia Street cycle track since there is very little reason to visit Virginia Street. I would much rather see the buffered two way cycle track on Center Street. That would provide a permanent and safe way to commute between the University and MidTown. Virginia Street is occasionally closed so the cycle track was not accessible or was removed. Cyclists need dependable, consistent, and safe ways to commute, not cycle tracks that are temporary or closed for special events. The cycle track on Center Street would enable cyclists and scooter users to travel through and to Downtown and attend special events on Virginia Street and ease traffic and parking congestion.
151	No
152	Again, my suggestion would be. Close Virginia Street to all vehicles, including scooters, bikes, e-scooters and e-bikes, skateboard etc. Virginia open to foot traffic only. Make Sierra St. & Center St. The One Way (north & south) corridors to and from UNR campus and downtown/midtown. Then merge the bike/scooter (microcode) traffic with those two ONE WAY CORRIDORS. This will make downtown safer for pedestrians and terrific to and from UNR safer for all.
153	Thank you I have lived here since I was 4!! Our biggest little city 🏡 has grown and it's important we keep it safe by the blue whale 🐳 and downtown!!
154	You need to clean up Virginia Street get rid of the empty buildings where the homeless camp out
155	Please do more dedicated and buffered bike lanes around town.
156	Stop making changes to the road.
157	I really love it, its fun, very useful and not too expensive. If it was not available I wouldn't visit nearly as many local establishments
158	Make it aesthetically pleasing , those metal rails make the city look tacky and ghetto
159	We need to get a handle on the homeless population/drug use and paraphernalia downtown as it is unsafe for people to visit the area.
160	Close Virginia Street to vehicle traffic!

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
161	I think we need to work on making downtown safe. There are so many homeless that it doesn't feel safe! I grew up here and always felt safe as a kid. Lately there are a lot of drugs and homeless downtown, so it's gotten very scary!
162	Maybe make sure everyone who uses these devices understands basic road rules? 10yr old kids are cruising around on mopeds with no discretion for traffic. I see major issues in your future.
163	Virginia Street is closed too often to be a reliable micromobility option. Please consider using Center Street.
164	Loved it! Would love to see it permanent and in many other places. Also, can we please just build the path on center street already? Thank you!
165	Put infrastructure money into vehicle safety items, not miniscule use bikes.
166	Waste of money.
167	This is so great and should be extended as much as possible! Good job in taking the leap to improve bike and pedestrian safety! You really should extend this both down Center street and Forrest street in Midtown. Center street is an unsafe race-way, for no reason. I take my kids to get gelato at Bibos and there are always people ripping up center street because it is two lane one-way which is not appropriate for a pedestrian environment. Same goes for Forrest street. Use those un-needed extra lanes for more bike/ped infrastructure! Keep up the good work!
168	The scooters are out of control and either need to be regulated or eliminated. People ride them on sidewalks, the wrong way on streets, leave them cluttering up streets and are an eye sore. I also do not think they are heavily used.
169	This project needs to extend into midtown and Virginia street should continue as one way southbound through midtown to the roundabout. This adds more parking, bike lane and will make driving in midtown safer. The number of accidents in midtown due to the new median and roundabout is not acceptable!
170	Please, please, please make these changes permanent! I commute through downtown daily and I use the entire length of the Virginia Street micromobility improvements almost every day. These changes have lowered my stress levels and turned my commute from a battle into a time to relax and reset. I also feel like these improvements have made downtown a more pleasant place to be for everyone--cars are driving slower and so the whole pace and feel of downtown is more pedestrian-friendly and lively. This is starting to feel less like an area that just needs to be gotten through and more like a destination. Thank you for this vital project; please keep it going and expand it!
171	Keep doing these exercises! The more pilot programs, the more solutions we'll find! Even better that you can take them away if they end up sucking.
172	I think the bike lane makes for a more difficult auto routes. The ratio of autos to bikes seems there should be more auto routes than bike routes.
173	please make it permanent

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
174	Thank you for the trial and hopefully what has been learned can be put to better use to help make it safer for cyclists. I am a good cyclist and feel comfortable in compromised riding situations but for a new commuter and student commuters, providing safe corridor and bike lanes would help people feel comfortable riding. I would also like to offer my service to future projects with bike lanes, increased access for commuters and the like.
175	These scooters are awful and so dangerous. They are drunk wheels and that's it. Please get rid of them.
176	Go to other cities with biking systems and see how they sign to ensure drivers and bikers understand the "system."
177	Revamp. COMMUNICATE. Then try again. And Communicate again. And Again. In advance.
178	The entire project is a disaster and should be removed.
179	Get rid of the scooters
180	5th street has to have left turning lanes. It's so unsafe to have cars parked next to the road so we can protect the cyclists instead?? Next to a hospital and orthopedic clinic??? What was city council thinking???
181	Please remember that bicyclist and pedestrians are also transit riders. These project should be looked it in the frame of true multimodal capabilities. Slowing down of transit service isn't in the best interest of bicyclists or pedestrians as they need to get to other places. Please ensure you include the RTC in future projects to ensure that RTC RIDE services are held harmless in the process.
182	There is much higher automobile traffic within the Reno/Sparks metro area that should be prioritized. This project is negatively impacting businesses by limiting two-direction traffic flow. This is stifling business and access to areas of town, due to the overcomplicating barriers, medians, and one-way traffic. Emphasis should be placed instead on increasing public access, bike lanes, etc. to outlying areas instead of in the downtown and midtown corridors.
183	Please be fair & rent/ loan mobility scooters for disabled, seniors, and those with balance issues, back or leg injury or vision issues.
184	I have noticed and been affected by the scooter project. I have been startled and had my walking path interrupted by the driver of the scooter. While walking I have also noticed the scooters parked in a way that blocks the handicap access from the sidewalk to the street.
185	PLEASE bring back North/South vehicle traffic for the entire length of S. Virginia Street!!!!!!
186	Get rid of the rental scooters...or, enforce the rules. Too much conflict. Too many people riding without regard to others.
187	Great to see our movement in this direction. We must keep it up and look for better people moving experiences.
188	I strongly like/approve the micromobility system in place in downtown Reno. It's a great feature and is very encouraging to using alternate forms of transportation.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
189	Most car drivers seem to handle the new configuration ok (including me). Drivers and bikers need to have the rules laid out clearly - when can you and can you not enter a bike lane (right turns?) - drivers yield to bikers on your right at intersections - all stop at stop signs/ red signals, no rolling stops at red signals for right turns - you must stop - etc. The signage is better than usual, but a little public education goes a long way. The City needs to follow through and put in a round-about at Washington and 4th as promised when the intersection was blocked years ago. We residents on and off Washington need to have better access to Second and First street. The lack of access to the intersection adds to the traffic congestion on Arlington and Keystone. Likewise, a traffic circle may be appropriate at Vine and 4th. Thank you.
190	Riders need some sort of training course on safety because relying on common sense is not working. Additionally, why make Virginia a one-way? It's ridiculous to have 3 one-way streets in a row. Why not pilot on Sierra?
191	The only complaint I have regards the use of these scooters. The riders do not obey traffic laws and do not always stay in the designated areas. Driving through this area is stressful and sometimes anger-inducing. There should be severe punishment for those using the scooters inappropriately, like ridding in the road for instagram likes. I've had several close calls with people riding scooters and just blatantly ignoring the laws by running red lights and cutting off vehicles like they have the right of way. People don't wear helmets on these, and when somebody gets hit, they will suffer significant injuries and the automobile drivers may be held liable for the scooter operators' ignorance of the rules.
192	It is August and I am just now hearing about this project, and it started in April, Why? I have seen the changes on 5th St. but not been able to experience it on a bike due to limited access to the area.
193	The Bird scooters are awful. Seems like riders treat scooters as a toy rather than a way to get around. A noticeable portion of riders don't follow traffic laws and drive too fast. Would like to see this program disappear or replaced with bikes that don't go as fast. I am afraid of hitting someone.
194	GET RIDE OF IT ALL...I am voting for anyone who promises to end this "project"!
195	Just a terrible solution and will hamper locals doing business with area businesses. Not enough street parking as is, now even less.
196	Thanks!
197	The general landscape of the downtown area has changed a lot in the past 30 or so years. Gaming is not the big draw that it once was. Downtown Reno is in the midst of a real identity crisis. Too many vacant lots, too much hodge-podge development and one-off projects like the Pilot Project. It serves a very, very, small niche population and really doesn't do a great job at it either. We need some real vision and real leadership to make better decisions that will properly reflect a more comprehensive consensus of the population and the users of the downtown area. Whether it be people moving through that area to get to other places or people specifically visiting that area for events.
198	I think this is great. It needs to be done on a citywide basis. We frankly shouldn't have the scooters available with out them. They're an accident waiting to happen.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
199	You name for this is confusing
200	I would like more protected bike lanes from NW Reno on route I could bike from this area to Downtown Reno. There also has to be more options for bike parking, especially for e-bikes. I would come downtown more on my E bike if there was a safe place to park the bike and a marked route to get to downtown. There has to be more outreach to citizens on why bike lanes are good for traffic, etc. The Virginia St. bike protected lane, looks ugly and could be improved with better barriers, etc.(I realize this was a demo project). Recently on the Neighborhood Nextdoor neighbor Listserv there were a lot of negative comments on bike lanes & how they increase traffic. (The issue asked about is why there was signage placed in the bike lanes, blocking their access.)
201	We all know the Dutch model is an ideal in biking infrastructure. The more the city can accomplish similar approaches, the better it will be for users and the quicker the car community will understand how it works.
202	I know many neighbors who would cycle around much more if this infrastructure was set up
203	Please keep what is now there and expand to other areas. Protected lanes are great. Please do not use Sharrows anywhere; I think they are dangerous and worse than doing nothing.
204	This is a great idea in Europe of cities that are pedestrian/ bike friendly and people that understand the laws. We are NOT city. Especially with all our tourism.
205	Yay, many folks bike and I'm glad Reno is making it safer for both bikers and drivers.
206	Reno is a great bike town and it is important to maintain that culture.
207	What a waste of money redoing the work that has already been done for the center street cycletrack.
208	Please keep this. It's an amazing project!!
209	The Center St cycling track had research & community involvement behind it, whereas this is at the behest of the casinos. The City is in the thrall of gaming & developers at the expense of the community & transparency.
210	Thank you for doing this. We need more of these facilities for vulnerable roadway users.
211	Yes get it back to the way it was. Horrible idea
212	Keep up the good work, Reno!
213	Someone in the mayors office and the city council need to start addressing our filthy downtown!!!!
214	I am confused about the city's goal and vision for downtown. I've lived here 22 years and I feel that Reno is having an identity crises. Let's not turn this historical little city into something it isn't.
215	Have more signage before, so that drivers are aware. I thought it was unfinished construction block offs.
216	I must have missed all the notices as to what was going to happen and when. I try to be pretty dialed in to changes downtown, so I was genuinely surprised when I saw all the changes.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
217	Cars pay gas tax for roads. Bikes pay nothing, yet car traffic lanes are reduced all over town to benefit a few bikes. The separation of parking by a bike lane seems very dangerous for everyone. Please stop this nonsense.
218	No more of these California projects in Nevada.
219	Should go back to driving both ways on Virginia Street and worry more about the majority of citizens and not put a minority group above the majority. Bikes should be licensed if you want to let them have a say, otherwise, they should be using side streets that don't impair vehicle traffic. Like Midtown changes and single lanes around the university (Virginia St) these ideas have not improved Reno, but continue to cause more problems and stress on residents. Think of vehicle traffic/access first and all the other nutty ideas last. The scooters around town are a joke.
220	Get rid of the Bird rental scooters. People are riding them on sidewalks and going the wrong way on Sierra and Center streets. Go check it out on a Friday or Saturday night . Drunk kids riding two at a time in middle of the road. Talk to any ER person and they will tell you that they have been overrun with Bird Scooter accidents. Also the Truckee Meadows Bike Alliance is a fake Organization that was created and funded by RTC to falsify justify expensive bike lane projects.
221	I love the idea of revitalizing downtown. Organisms street by making it more bike and pedestrian friendly. Already the lanes and scooters have breathe new life into the place!
222	I only hope to see it expanded and invested in. This is the best possible direction for Reno. More efforts should be put into connecting down to Wingfeld Park, Idlewild Park, and to Oxbow Nature Study. Thanks.
223	Happy to provide some feedback on this project, though I must admit I haven't got a ton of faith based on the city's actions and decision making around cycling infrastructure that it'll make much difference in city officials doing what they want regardless.
224	If this is the route you want to go, just close Virginia completely. Such as Fremont in Las Vegas. It's not safe, and homelessness continues to impact my experience downtown. Why would I want to ride a bike or scooter where a homeless person might be sleeping in the path right around the corner. If it was completely closed there would be more room for everyone.
225	The bikes and scooter lanes do not work they abuse the lanes meant for cars and to use the area under the reno sign to just sit and party
226	Build more affordable housing!
227	Thank you for taking these steps towards a freely navigable Reno for all.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
228	<p>EDUCATE THE PUBLIC!! Perhaps we could take some Reno Council member vacation or garden money for a public education campaign. As public servants, having council members advocate for Great concept. However, it will fail, unless there's a major public education campaign. There needs to be a public education campaign in general about bike safety, both for motorists and bicyclist. The town keeps adding more and more ways for bicyclist to get around town safely, and that's fantastic. But it will never be successful, and they will continue to be fatalities, until there's a public education campaign. It is irresponsible to continue to do these projects, and not educate the public. a public education campaign on social media would be far more encouraging than looking at their European pictures from their sixth trip there in a year or pictures of all the work that their gardeners do for them.</p>
229	<p>I hope the city of Reno does not follow through with the bike changes. It is very unnecessary and will limit tourism, travel and take even more business away from downtown.</p>
230	<p>We need better bike lanes. Also docking stations for the ██████ Byrd scooters blocking sidewalks and roads. Give Reno bike lanes and Byrd docking stations!</p>
231	<p>I think I pretty well covered it in my previous answers. This is one of the stupidest things the city Council has come up with.</p>
232	<p>I feel the project on VIRGINIA Street takes away from the History of the City</p>
233	<p>wow. what a massive waste. the city council and city staff should be embarrassed.</p>
234	<p>While I mostly use a car / motorcycle around Reno because I live in the North Valleys, I do appreciate the effort to make Reno more friendly to bikes and other methods of transportation. I spent time in France this summer, and the emphasis on different modes of transportation that exists in Europe is finally arriving here. Thank you. Keep it up.</p>
235	<p>1. Just close Virginia St to vehicles, already. There's multi-lane one-ways on immediate streets to east and west. 2. Riding on Virginia track really opened my eyes to how bad downtown has fallen into blight and has become home to unsavory characters. Even after our longest cycle of economic growth, downtown Reno is EMBARRASSING. Seen a few drug deals right outside city hall during my commute.</p>
236	<p>Please make this a permanent fixture and establish better, accessible & safe infrastructure on Center Street.</p>
237	<p>Virginia street is still stressful on a bike or scooter. Trying to have both cars and bikes "share the road" isn't working that well. People still drive fast. The median creates frustration for business access. A midtown parking garage/area would incentivize more walking.</p>

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
238	<p>Docking stations for scooters and move the scooter/bike lanes back to next to the car lanes and car parking back to next to the curb WHERE IT BELONGS. Bike lanes next to the curb gets in the way of pedestrians, getting in and out of cars, and ability for car pickup/drop off out front of buildings. Those of us who live on these streets want our parking back! You have cost us time and money and have caused us unnecessary stress. Scooters do not improve transportation or limit car emissions—the majority of people who ride them do not do so as a means of transportation: they drive to downtown from Sparks and other areas, park their cars, meet up with groups of friends and hop on scooters to ride them sensibly in the streets and sidewalks (NOT in the designated lanes), ride in the middle of the street going the opposite direction of cars (especially on one-way streets), hold zero regard for safety or the laws of the road. When folks are done with the scooters, they then park them wherever they please (usually in the middle of sidewalks or the designated bike lanes blocking the flow of pedestrians and intended cycle transportation, and then hop back in their cars and drive away. Most often, these scooters are used to treat downtown Reno as a disrespected playground, not as a means of genuine transportation. Additionally, taking away parking for local residents of downtown is unacceptable—move the bike lanes back along the flow of traffic where they belong and give residents their parking spots back.</p>
239	Docking stations for Bird scooters
240	GET RID OF IT.
241	<p>Reno needs to step up its bike safety!!! We need more bike lanes and lanes that are strictly for bikes. No cars. Look at Portland for examples. Whole streets that are designated for bikes and discourage cars. Don't do what you did to south Virginia street any where else. It's so dangerous.</p>
242	<p>This is a lot of money to waste on something no one will ever use. Also, you are making downtown less accessible to people from around the city. You need to seriously enforce illegal bike behavior. Get rid of the [REDACTED] scooters. They are toys for trustafarians, not a serious mode of transport. They litter sidewalks, making disabled access very challenging. The RTC needs to add bus routes so we can actually access downtown in a reasonable amount of time from anywhere in the city. Most downtown activities do not lend themselves to cycling for anyone who's over the age of 35, married with kids, wanting to visit a nice restaurant or cultural event. Stop catering to the REI crowd while neglecting the majority of our residents. I am a sometime cyclist myself, but at age 70 it's not the center of my life.</p>
243	<p>E scooter users often do not follow the rules and are in the wrong places. Can be dangerous for them and motorists driving by them. Please tighten up the system keeping users where they are supposed to be.</p>
244	<p>The fact that cyclists, scooters, etc have a designated lane now is convenient for drivers. It's nice not have them all over the place or riding in the wrong lane/on sidewalks.</p>
245	No
246	Suggest permanently closing Virginia St and turning into a pedestrian experience.
247	<p>Do not close Virginia street downtown to vehicle traffic. Residents and visitors alike love to cruise the street and see the downtown area.</p>

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
248	I want more bike lanes and public transit connecting all over reno sparks instead of new investments in parking lots and freeways
249	People on bikes and scooters don't follow rules and impede automobile traffic.
250	This is so great. Reno doesn't need to be a city where every resident drives to every place they want to be and it's better because of these efforts to improve bikability
251	As a pedestrian and automobile driver my experience with this Pilot Project has been very positive so far.
252	I tried to share more but it cut me off. I thought you said be detailed. But one more thing - for the love of God! Get rid of the scooters! And stop making it harder and harder to drive downtown! Just leave it alone!
253	In other areas without Microtraffic lanes, it is my opinion that microvehicle riders SHOULD be required to wear helmets and proceed as though they are bikeriders, with caution, alertness to cars, and no turns without signaling correctly and should not be allowed on sidewalks.. Someone will get killed on those microscooters soon !!
254	I think Pilot Project is an excellent initiative! But if the Bird scooters are meant to use the project's paths and buffer lanes, there needs to be a change in the scooter software. They interpret the buffered lanes as pedestrian walkways which means they don't work until you take the scooter into the middle of the lane of traffic for cars, defeating the purpose of the scooter lane.
255	I'm all for micro mobility but those [REDACTED] scooters are a disaster waiting to happen. They are already parked at corners blocking handicap access. People are riding them like idiots in the streets with no helmets at speed. Please please please can the [REDACTED] things or issue tickets for blocking the sidewalks!!
256	I have been in cities in Colorado and Oregon where bike/pedestrian traffic is taken completely off the road ways by things like the river path but on a more extensive scale. The experience was wonderful
257	It would be better to eliminate the street parking
258	In general, I prefer bike lanes to be on roads that have less traffic than Virginia Street. The 5th street lanes were FANTASTIC and I would love to see more of this around town! I especially liked where the cars were parked outside of the buffered bike lane, this felt especially safe. Thank you for doing this pilot project and gathering community feedback. I think that since not everyone can afford an electric car, creating better bike/scooter lanes is a really important action that Reno can take for climate change.
259	Virginia Street was not well planned out. It's hard to navigate, even for locals. There is room for two-way vehicular traffic on Virginia PLUS a protected two-way mobility lane on one side of the street. Other cities have better success than what Reno has tried to implement. I attempt to rent an E-Scooter at every city I visit
260	It's time to clean up Virginia Street around the casinos. There needs to be a plan to find tenants for the vacant businesses. On site Cannabis consumption cafes should be allowed on Virginia Street as a way to bring visitors and generate revenue and clean up the blight and vacant businesses. The rule about keeping them 1500 feet from a Casino is ridiculous.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
261	My vision of a healthy downtown Reno is one where there are beautiful protected and direct bike paths with trees on Virginia and Center Streets between UNR, downtown, and Midtown. The problem with the Virginia Street bike path is that it closes for special events. We need to finish the permanent Center Street Cycletrack and build a bike path on Virginia Street too. That way we can close Virginia Street and keep the Center Street bike path open as a safe and permanent route for students, workers, families, and tourists even during special events.
262	Thank you for innovating and exploring options to increase multi-modal transportation
263	Please focus on rent control rather than these projects!
264	I have never been to Reno before and knowing you are putting these safety measures in place greatly increases my interest in coming back.
265	Kietzki Lane next
266	Expand to lower and South Virginia
267	I like the protected bike lanes but do not like the one way traffic on Virginia street or the 2 way micromode track. The asthetic of the entire section on North Virginia also is a problem. it looks like a construction zone. I dont think this is a good look longterm for visitors. If there is more permanent changes made to Virginia I do think it should include an "island" for Pedestrian to take pictures under the Arch. This should be a protected designated area for tourists to safely access.
268	So far so good. Info about how the special features are intended to be used (as in these questions) was very useful.
269	What a mess! Are you folks crazy or just stupid?
270	Waste of time and resources
271	I really don't believe this is a viable concept for Reno. Check out the confusion and irritation at Arlington and 5th. What a nightmare. And I have yet to see a bicyclist or scooter using these lanes. I sure hope we didn't do this for Bird scooters!
272	Obviously this is just a pilot, but when it's rolled out it really need to provide full connections and not just a few blocks before dumping you into traffice. Ideally we have a complete protected corridor from UNR thru downtown to Midtown, and expand to other areas over time.
273	More public parking areas with easy access to shuttle services and e-transport options.
274	Would like to see only micro traffic on Virginia. No cars.
275	Instead of having a one-way street on Virginia between first and sixth streets, it would make more sense to make the road into a pedestrian/bicycle only zone. There are two multi-lane one-way streets on either side of Virginia street. A poorly laid out, single lane, one-way isn't necessary. That area could easily be a continuation of the river art walk area and a hub for locals and visitors to engage and congregate in a public space. (Of which we have very few left.)
276	I just think this project is great and makes me way more likely to bike as a form of transportation.
277	Wasted physical space and money.
278	Seems very confusing to a first time user, but when motorists get used to these features, cyclists will be much safer downtown.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
279	Make downtown overall a more livable vital community and those residents that actually live downtown may use the micro mobility lanes. I don't see tourists or anyone outside of downtown benefiting from this mess.
280	greater confusion with less auto access
281	Businesses are limited to delivery access and owners have no access to park or attend to their locations within reason.
282	I am so excited for these changes for safety and traffic management. I would LOVE to see Virginia St north of midtown and south of campus to become closed to cars all together (with limited access to the casino garages off of Virginia). Virginia is often closed for special events already and it would be an awesome opportunity for a different experience downtown with more restaurants, bars, and events outside. I understand the competing interests with The Row, but Renoites and visitors would still have access to the casinos just as they do now and more non-gaming businesses would bring a new crowd to downtown therefore bringing more business to the casinos. Closing Virginia to cars would create the opportunity for a city center that would be unique for a US city and make Reno stand out even more!
283	Making Virginia Street a one way road through downtown is extremely frustrating and inconvenient. I like the idea of the designated lanes for bikes/ scooters; the buffers especially make it feel safer when driving next to cyclists. The inconvenience of the one way outweighs the benefits though. The micromobility lanes should have been installed on Sierra and Center Streets that are already one way roads.
284	We desperately need better public transportation. Our bus system keeps getting worse.
285	Any of these are great ideas!
286	This is the single dumbest idea in a long history of dumb ideas from the City of Reno.
287	Horrible experiences almost run down by scooters twice at night
288	No
289	better maintenance of e-scooters. 25% of the time I get a bad scooter. (flat, dead batt, broken motor) And more availability in the nearby areas than just Virginia.
290	Bring back north and south travel lanes through downtown.
291	This project was a feel good waste of taxpayer's money.
292	We need more downtown. Things for locals and visitors. Keep the casinos we have no more than them . We need stores and not the empty ones belonging 2 doc! We need attractions not parking lots. We have plenty of them. We need real attractions. A water park, dog park, children's attractions. Stop creating a ghetto!
293	The scooters are a pain in the butt. Kids get drunk and put two.or three people on one. They dart out in front of you and are hard to see at night. They don't use the designated traffic lanes.
294	Driving downtown was not convenient. I understand what is trying to be done, but for vehicle traffic it's very inconvenient. There hopefully if another option than the one you tried in Virginia St.
295	Take it to Vegas leave it out of Reno and bring back the actual visitors bring back downtown bring back the old Reno when it was actually fun to live in Reno
296	Scooters and bicycles should not be allowed downtown Reno during any special event

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
297	It's really hurting local businesses downtown.
298	Watched kids run red light on 5th Street and get hit and ran by truck the kids were on scooter. This was Saturday night 8/13/2022 these scooters are out of control and dangerous
299	You all need to share your Rules and Regs with everyone!. Have an artist paint the information on one of the Circus Circus Walls or Multiple walls around downtown.
300	I had kid/ people on these scooters play chicken with me/ pull out without looking to see on coming traffic. Then they laugh when I have to brake or make a defensive move to avoid them. It's not funny. Anybody can rent one of those scooters.. With no knowledge of traffic rules or safety.. They seem to thinx they always have the right of way..??
301	like the direction we're moving, kudos!
302	this did not address how a person with a wheelchair is supposed to get around, now it will be just more difficult and dangerous to do so. You need to STOP with your reckless behavior and implement better enforcement BEFORE someone is critically or fatally injured!
303	This does nothing to improve the downtown and actually steers people away
304	I'd like to see more on the south end of Reno especially around the school areas S. Virginia St. Southmeadows Damonte Ranch areas
305	Bad idea catering to a handful of bike riders, late-night drunken scooter riders, and the big casinos.
306	I think when considering making bicycle lanes equal be true to the cars are measuring should be distance equal to both sides. Creating truncated areas for bicycles while cutting cars out will create more of what we already have in the form of traffic problems. Unless you can find a way that allows cars to continue to use the same signs that they have already used while integrating bicycles and their new space, I would find this to be troublesome . However it seems like there's a smart team on this and it doesn't seem like the ball will drop too far down. I hope you guys can pull it off the right way.
307	Honestly, it needs to be completely redone. Virginia should be completely sealed off from 4th street down to the river and turned into a permanent walking area. However this means that certain establishments will need their streets redone. I.e. pave flat the area between Eldorado and Whitney peak to allow easier access to valet and Eldorados dumpster area. Thus would also allow for the ability to setup tent stores or bring in taco trucks or other small events that won't make staying at Whitney peak inconvenient.
308	Somehow the people driving those scooters need to be educated on how to operate them what the rules of traffic are etc. they are all over the place cutting people off in traffic weaving in and out of traffic creating hazardous situations. They operate then as if they are a vehicle but they aren't vehicles and I've seen many people fall or nearly cause accidents.
309	The scooters are being driven by drunks and don't adhere to the rules of the road.
310	Add a light rail train.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
311	I feel it must be killing downtown business as as a pedestrian, a disabled one at that, I must watch out for those [REDACTED] scooters that they don't hit me. They drive EVERYWHERE, their lanes, the automobile lanes and even the sidewalks. No one is safe from them anywhere. Half the time they are under the influence while driving them.
312	How do I file a complaint about disability discrimination? How much did the city pay you for this scam? To choke out the traffic and commerce?
313	You have destroyed everything about downtown you have run the good public out and now the homeless and criminals are all over downtown I have lived here my whole life I couldn't be more disappointed at what it's become we are NEVADA not California stop your crap.
314	Please look into center n 1st. Next person hit might be worse then briken knee. Traffic gotten bad
315	For the most part the micro transport lanes however the lanes where the traffic lights are effected making acceptions and change regular operation are inconvenient and disrupt traffic and mobility of regular travel.
316	Unimpressed with how it was managed what it cost and definitely hate the end result.
317	I wish that they had given the businesses in downtown Reno a voice before they put this program into place. I can speak from experience that this has really put a negative feeling in our customers minds. We have lost so much local traffic because people just don't wanna come downtown. It's too big a hassle.
318	I think this is an amazing plan. Clean up down town an d I'm sure more business would be attracted to the area.
319	I recently rode my bike in Boise, Idaho. What a role model! Beautiful green belt along the Boise River with multi-use paths, plazas, ornamental landscaping, etc. I know this is a reach.
320	I applaud the city for making such a bold move in a city like Reno, where there are a lot of grumpy drivers.
321	Good project for Reno to replace lost casino's in downtown.
322	Keep the biking lanes and the buffer lanes but don't put the safe zones at the intersection and dont have diff.Lights the lights are far too long as it is .
323	I like the increase in activity downtown, and enjoy seeing people using the scooters and riding bikes! The protected intersection and parking buffers seem to add confusion re: safe turning movements for vehicles and where to park.
324	There needs to be better ways to let the vehicle drivers know when they can't just keep going how they've been going, because I've been in one spot more than once, and it just pops up out of nowhere. If safety is the priority, the drivers need to have more time to adjust to the change where vehicles can't just keep going how the traffic lanes are already. This could cause accidents that could have been totally avoided. Safety needs to be thought all the way through for everyone using these roads, not just the bicyclists, scooter riders, and pedestrians.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
325	More education needed for drivers and users of the infrastructure. I don't like how the new bike lanes are not a straight lane in some places, have to weave to stay in bike lane. I prefer routes that have fewer traffic lights - bike lanes on Virginia can involve lots of waiting at lights.
326	I'm a third generation Renoite whose family is now at five generations, and I've never seen such a vile project descend on this city. Get rid of all this infatuation and clean up Reno.
327	It makes driving very difficult, looks awful, at the bicycle us and people on scooters don't stay in those lanes anyway
328	Please continue to make reno a walking biking scootering community
329	Waste of money and tax payer dollars. Creates confusion to those who are locals and grew up in town.
330	Many bike lanes around but not part of the project have street parking on the right of the traveling directions instead of on the left. This is a missed opportunity to create more parking protected bike lanes with out taking up any extra space. Also giving all interactions in the project painted bike crossings.
331	Return to the Center Street design.
332	Put it on Center Street where it belongs and would work better. Virginia Street has become even more of a cluster.
333	I've only experienced 5th St. I commute to work through downtown (from Robb to Rock/Mill). I've been largely comfortable in traffic for a long time. I very rarely felt unsafe. I was more concerned about the temporary inconvenience I imposed on vehicle traffic due to being slower and an exception from the usual. I do believe that these infrastructure changes will give an additional measure of comfort to newer cyclists moving forward. I would like to see newer projects aiming more towards lower hanging fruit more as an awareness campaign than to try and tackle higher risk/higher reward projects. If the vehicle majority sees these changes as largely neutral and possibly positive they will be more willing to accept changes to more resistant to change locations.
334	I have never seen so many young people having fun downtown on weekends than I ever have. As a college student, love it!!!
335	Downtown, Virginia Street especially is closed down during events. And there are a lot if events. These events would be less congested if more people went via micro modal but cutting off an avenue travel is not good.
336	i've grown up here in reno and have always wanted better biking infrastructure, lately i've been able to switch to biking for my daily commute because now i feel safe to ride, even at night!
337	Lack of information and transparency.
338	Very concerned that Reno spends ZERO thought or research when attempting any micro mobile project.
339	Keep it up... Make sure you focus on connectivity. A full network. Options will save us.
340	have you spoken with residents of other cities where these projects were tried? i have & learned of slow traffic, accidents & people avoiding the area.
341	Get rid of the whole thing!

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
342	Yes, take it down A.S.A.P. and spend the money if there is any left after wasting it on this project and do something more with the homeless population
343	Do away with the pilot. Do make it permanent
344	Born and raised in Reno for 50 yesss. Please leave downtown the way it is so we can walk, drive, or park in the streets if we choose. I hate all this updating of streets where it's gone from 4 lanes to 2! It's getting g bigger here and not smaller and we need more lanes to get around.
345	Why were lanes put on Virginia? Would have made much more sense to put them on the existing one-ways flanking Virginia, especially during events where Virginia is closed. Change was made with what seemed like no notice. Have heard complaints from visitors who couldn't figure out where to go with Virginia closed in one direction.
346	This limits ability to access casino areas and other businesses in the downtown Reno area.
347	BMUFL-CLTP signs are the law, they're \$200 installed, and last 40 years. You're already paying RenoPD to enforce laws. So put them to work. Put the bike cops and ambassadors through a cyclingsavvy.org weekend. Reno is a GREAT place to ride a bike. You just have to know HOW to DRIVE a bike in TRAFFIC. What you're doing with Alta is outside the law, violates NHTSA and other codes, and endorses marginalized, scofflaw behavior. There are Six E's in "Advocacy". None are hierarchical. They are: Encouragement, Evaluation, Enforcement, Equality, Engineering, and Education. Education is by far the cheapest and most immediately effective. We're already theoretically paying for Enforcement. Equality is on the books. Engineering? Just build 10' wide lanes that can't be shared, install the BMUFL-CLTP signs, and then EVALUATE the results. Alta wants you to spend money on them, not on Renoites. They're from the People's Republic of Boulder. Hire a local instead, and for \$60k you can get more butts on bikes, safely, and effectively, without this ugly faux infrastructure. Spend the money instead on cops and the homeless.
348	na
349	Virginia street was a vital part of north south connection and Reno city council has taken that away. It needs to stay!
350	Waste of time waste of taxpayer money cause of more smog from idling cars. Used DMV fees assessed on cars and gave away that space to somebody who pays no fees and the argument that it takes cars off the road is dumb because now you're making those cars that are still on the road idle longer while waiting for a bicyclist that is not there to go through the intersection stupidest idea ever I wouldn't be surprised if the businesses sue you.
351	It significantly decreases the likelihood that I would travel to downtown or mid town to shop. The businesses are much less accessible when using a car. The e-scooter was very expensive.
352	good idea, wrong street.
353	I hate the one way, one lane Virginia Street.
354	This is an unwanted and unnecessary burden on a Main Street. Bike riders should use other streets.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
355	Tourists are a downtown staple. They LIKE to drive underneath the arch and Virginia St is a thoroughfare to many attractions south of the arch.. the discovery museum, automobile museum, even to Midtown and the new public market.. it is confusing when you cannot return the same route you went and with Virginia one way.. our tourist's are coming back to the casino up LAKE St right past all of the homeless and bus station center.. what a glorious view we are putting in their heads instead of a view of our Arch. I hosted a conference last week and the Canadians all pitched in and gave me money to donate to our homeless population since they saw so many of them when they rode over to the field when I hosted them for a Reno Aces game in the ROW's box seats August 16. How embarrassing for Reno as a whole.. I was embarrassed for us.
356	Changing downtown unnecessarily
357	There has to be a better way. EVERY TIME I have to travel through downtown I have to detour. It takes extra time and if I catch a light, bus, ambulance ect, it doesn't help. I don't like what has been done
358	The city needs a concentrate on getting the actual businesses in downtown Reno proper open back up there's nothing down there to attract people and it's just a bunch of homeless people wandering around begging for handouts
359	Homeless youth in our community strikes me as a bit more important. I would never give a cent if possible. Good thing someone is liberal w our tax dollars.
360	Fantastic idea! I know you're gov so you HAVE to lisen to everybody, but don't let the sourpusses who don't even visit/work/live downtown. This is one of the first steps to improving our pedestrian and bike infrastructure, something this city has neglected for decades! So great work!
361	I would like to see if you're doing a project where they're policing the riders I see the riders flying down the sidewalk not caring about the pedestrians that are walking on the sidewalk! I would've felt more safe watching the riders scoot down by the river and designated paths. I feel more of the young population grab these bikes to get to one bar to the next bar I'd like to know what the survey is at the hospital for head injuries please tell me where I can find this information. and I thought we had a helmet law how does that play into the scooters being rented??
362	Just a stupid idea
363	I travel down virginia st and take a right onto 5th to get to the new starbucks most mornings. I Never see anyone, bike or scooter, using these micromobility lanes. To me all the lines and posts make our downtown look like a junkyard. The one way south bound feature on Virginia St is ludicrous. Reno is growing and so the city's solution is cutting one of main streets down to One travel lane. Serious? So now under the excuse of improving the city and improving the environment, north bound vehicles have to make a right turn onto Mill or First, wait at the light on Center, make a left turn onto Center then wait for the light at 6th to make a left onto 6th and finally wait at the light to make a right back onto Virginia north bound. All the while putting out exhaust waiting at all these extra stops. Whoever thought this all up should be relagated to something they can do well at. Maybe arranging trash cans in the parks.
364	Please keep this going! We need more bike lanes and areas that can protect us cyclists.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
365	This is a good first step. It's not perfect but it's positive change. A good city is one where its citizens can live without a car and not feel deprived or left out.
366	The streets should have regular bike lanes. Also having streets be one way for a few blocks and then go back to two way traffic is confusing.
367	you've made commuting and visiting downtown worse
368	I am looking forward to it's growth and hopefully seeing future growth of this project.
369	Terrible. Do away with it.
370	I bike from midtown to the university area every day for school. The bike lanes down Virginia not only feel unsafe, but make my commute longer and more uncomfortable. As a female student I don't feel safe biking right through Virginia and being forced to stop at so many lights. Even though the bike lanes are protected, I find myself taking center street all the way to campus, as it is faster and there are less people cat calling, etc. I'm not using bike lanes to go to the casinos, I am using it to commute through downtown. I have spoken with other students and we all would prefer a north bound lane on center street and a south bound bike lane on Sierra. They would still give close access to the downtown area but provide a much more comfortable experience for commuting bikers. Honestly, if the project on Virginia becomes permanent, we all will not use it anyway because even without protected lanes, center is a much better street to travel on. Two of my friends were recently hit by cars on bikes, and it's a big issue in Reno. We want to feel safe while biking, but we also want to have a quick commute without baking in the sun while stopped at all the lights on Virginia street. I hope the city really takes this suggestion into consideration.
371	Being a local, think the entire project is ridiculous. It is unsightly, not being used the way it is intended, and way too confusing. Last night we witnessed 2 cars driving the wrong way down Virginia even though it say do not enter. You cant even take a great picture under the arch anymore because of all those ugly barriers. We don't understand the logic behind the project at all. The Bird Scooters sit on the sidewalks so of course riders will ride them on the sidewalks even though they aren't supposed to. I am sure the Reno Tourist are VERY confused with the whole street.
372	Yes. Making Virginia St one way was a disaster. We already have a one way street in each direction. While I like the concept of the lanes, the people on the scooters especially do not use them. I nearly got hit in a crosswalk the other day by a scooter going north on Sierra. Not only was he going the wrong way, he was zig zapping across the lanes and nearly hit a pedestrian in the crosswalk using the light as she should! RPD should be ticketing people for not using the bike lanes and lights correctly, but honestly they need to go. Especially on Virginia St.
373	I love that you all are expanding bike access in the city. We are using our car less and less every year, and using a mixture of bikes/e-bikes more and more in our household. Most people do not need a car in downtown, and we should encourage them to use modes of transportation that congest the roads less. Please work with Reno Bike Project on all your future endeavors to make sure you're choosing the right types of options for cyclists.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
374	Having Virginia St as one lane for cars doesn't not work well. It creates more congestion and less access to the businesses. I will totally avoid downtown in the future.
375	I'm frustrated by the electric scooters. Not so much in the road; they're usually fine there. But riding around downtown and seeing dozens of scooters scattered around sidewalks is an eyesore.
376	This is a horrible idea and should be abandoned.
377	Why don't you look at the people riding these bird scooters most of them are under 18 years old none have any idea about traffic loss and dart right out in front of you
378	The new bicycle lanes downtown really hinder car travel. I have found other businesses and try to avoid the downtown area.
379	I think that this is a huge waste of taxpayers money, it makes me cringe looking at my property tax bill knowing that the city is putting this much money and efforts in this downtown project. We have too much growth with a lack of infrastructure. We need more fire and police services, our street lack enough police force. Reno demolished fire station 1, they crews have been working out of a tent since, it's time that they city evacuated the infrastructure and puts more efforts in maintaining our quality of life. Our parks are underfunded and it has been way too long since they tore down Moana pool and over a decade later they are actually building a new pool,
380	Was any kind of study done to figure out exactly how many bike riders or scooter riders there really are in this area? If you want to make it more friendly for them, shut down Virginia Street altogether from vehicles. The scooter riders are usually tourists, and they don't know where they are going, so they just ride in the vehicle lanes anyway. I live downtown and can see the West street - 5th street intersection - there are many near misses because of this. Also, did anyone think about the fact that there are many docks for the casinos near these "micromobility" areas? There are big delivery trucks going in and out of these areas on a daily basis - they cannot fit in the lanes and turning areas safely.
381	Streets more congested as auto lanes narrowed. Not well planned. We depend on tourism, tourists come in cars, not on bikes. Also noticed no helmets required for scooters or bikes?. Seems to be prime areas for auto/pedestrian accidents with head injuries without helmets, with the city liable. People are not going to downtown to have a nice meal, shop or gamble if they're taking bikes or scooters. You will get very young age group who will not be spending their money there. It appears your desired audience are for singles on scooters . This only serves to exacerbate the slow traffic on Virginia.
382	This was miserable and a terrible idea please revert back to the original Virginia
383	If Virginia street were to remain a one way street I will avoid downtown!
384	I'm sure you had to try it. Please put it back the way it was.
385	This needs to be moved to 1 lane on center street and 1 lane on sierra street not on Virginia Street. It ruins downtown and makes it so even more people do not want to visit down there.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
386	I'm a lifelong Bicycle rider and Motocross Racer. A true local to Reno, born and raised. I like seeing change, I embrace it, however what you "progressive" idiots are doing is ruining my home and making it a cesspool... I visit downtown reno less and less every year because of stupid decisions like this. Good job, bravo, pat yourself on the back for not listening to the people and being a corrupt government who caters to the meek ...
387	Is there a bike share project coming? I think the city could benefit from those with three success of the scooters.
388	This is ridiculous. The fact that part of the roads have the lanes on one side then they cross traffic to a split lane situation is shocking! I have had 3 bikes almost run into my car while I had a green light, then I get flipped off or yelled at for driving on the road! It is so much more dangerous to drive downtown now. I just wont go downtown or to midtown anymore. I feel bad for the business' but its safer to just order items on amazon then brave downtown Reno.
389	You appear to only want local foot and bike traffic in the area. If cyclists and pedestrians were ticketed like vehicles, maybe it wouldn't feel like thunderdome. Apparently most people in that area have no idea what those lanes are for and how to use them. All it does is create a cluster of all traffic (not just vehicles). Bike laws need to be taught to the community before you give them the tools they should use but don't.
390	I'm a general cyclist and avid pedestrian downtown and love the new setups. When driving it's a little tricky on Virginia and if the lane widths would allow it I would prefer two way traffic (makes them slower anyway) down the middle with either a cycle track down one side (no parking that side) or each direction on both sides. It's tricky in a car right now but I think the lanes are big enough to accommodate cycle lanes and car lanes.
391	Downtown is a maze to comb through in a vehicle. There is only one way through downtown going north on Center. Zig zagging through town has really become a headache. I have avoided the freeway because of so much construction and now add extra time to my commute maneuvering through downtown. Poor planning, Virginia for sure should to be a two way again. With winter right around the corner these bike lanes will be used less especially if there is snow or ice on the ground.
392	The barriers could be more attractive. Trees, potted plants?
393	The city needs better signage if this is going to be permanent. The overall signage and road planning is very poor in the city. You should send city planners to more urban area so they get an opportunity to see how more modern cities plan their streets.
394	The city should stick to just minimal changes with maximum benefit for bicycles. Do not change all the streets as it causes much more pain for automobiles than benefits for bicyclists.
395	Some of the patrons abuse it. They cut me off or still swerve across the roads in downtown, but that is bound to happen. We must share the road.
396	This project is the last thing we need to add complexity to an already confusing city. Use the money on more signage to inform drivers of merging and exiting lanes.
397	Waste of tax money.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
398	It doesn't seem all inclusive to me. Don't make a pass time for the few part of a city's infrastructure
399	This isn't about people biking and trying to be more eco friendly. It's about the city having scooters for tourists. The scooters have not stayed in the lanes, it's been a mess all summer. Every single week I have seen scooters in the driving lanes, how no one has been killed this summer is a miracle. Leave them a block or two around the casinos to play in, that's it.
400	This is an excellent step toward making Reno a more bike friendly city! We have a huge cycling, and other micromobility, community who would love to be able to travel to essential businesses without getting behind the wheel. I think creating a walkable and bikeable city center will lead to more progressive city planning and a better Reno. Especially consider routes from apartment complexes, townhomes, and neighborhoods to existing grocery stores, pharmacies, and other essential businesses. Dedicated routes along with safe storage options will increase bike usage and decrease traffic fatalities and pollution. If you're really feeling spicy for micromobility, consider rebates on electric bikes and scooters to promote riding to work. Having less people travel by car is a better and cheaper alternative to adding lanes to a freeway. Thanks, and I hope you carry on the good work!
401	Please make downtown Reno the way it used to be! It's ridiculous that the locals had no say on this absurd project. Having a one way street for downtown makes our city look really bad especially with those ugly barriers for bike lanes, taking that downtown essence away from our city. Not to mention the local business that are losing so much because of this project! This just doesn't and won't work as a Reno native all I ask is to leave downtown alone. Reno was heading towards a fantastic revitalization with new builds and infrastructure and this bike project just ruined it! It's about making headway going forward not backwards!
402	It needs to be regulated. Instead most the scooters do what they want and follow no traffic laws. I see scooter crashes daily. Want to see some stressed out drivers talk to the bus drivers that have to drive thru there.
403	Just as some drivers of automobiles and motorcycles drive in the micro mobility lanes, bikers and those on scooters seem to like swerving in and out of traffic instead of using those lanes intended for them. I'm honestly very surprised there hasn't been a lot of scooter deaths with how they like to hop off a curb right in front of a car or bus.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
404	you should not be closing down or blocking off lanes on the main drag through town, that is silly, maybe you need to consider a new design like a wider sidewalk on one side of the street and designate a bike lane or scooter lane on that. Small businesses need convenient parking out in front and frankly, all the barricades are confusing and you are just asking for accidents to happen with cars not understanding exactly where to go, it looks like a construction zone and it's aesthetically terrible! You want to beautify downtown to make it more appealing, not make it look like a city under construction, if I wanted that I'd move to Chicago. If you are trying to connect midtown and downtown, why don't you create an elevated bike lane that is just like a raised path with decorative railings, people could walk from one end to the other end or they could use bikes or scooters, they could have a nice aerial view of the city and be safely above traffic. Strategically placed stairs or ramps will help with accessing different parts of town. call it the Reno skyway or something cool and make it a tourist attraction. For pity sakes, keeps the streets for the cars and find other ways to make the city more walkable.
405	Not rider friendly, it appears that bike riders were not involved with any of the design.
406	The path at the Truckee river needs to be replaced desperately to many bumps, holes and cracks.
407	It has made the downtown area visually unappealing.
408	There need to be better barriers to stop cars from entering the non-car area.
409	The city should be focusing on dangerous drivers first, before they start making extreme traffic changes for the few that use it. Bicycles and vehicle traffic need to co-exist, but there must be a better way. This is a terrible design.
410	I don't bike but would love to use public transit more. I live in midtown and commute to the university daily. I've tried many times to take the bus but it does not run on schedule. I've walked to campus before and it's doable but many times I've been yelled at by other pedestrians while walking. Not catcalled per se just yelled at. The buses are so clean and the drivers are so nice. I wish the schedules were consistent and there was a more user friendly app.
411	I've seen two bikes use the lanes since they have been put up. The scooters still drive in the street instead of the bike lane taking up slowing down traffic. We should've left the street the way it was causes inconvenient travel and does not make it as enjoyable to be down town
412	Bicycles should have separate infrastructure from cars. Bikes already have bike lanes to accommodate them in infrastructure that was designed motorized vehicles that can go the speed limit, not human powered bikes. Instead of cutting into traffic even more, they should have their own separate pathways from cars and pedestrians. This project was clearly meant to save money instead of making the investment into new infrastructure designed for cyclists. 1/S hated it doesn't even begin to cover it.
413	Quit wasting our city money and do what you were elected for.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
414	I think we should have a trolley car/street car going up and down Virginia. It would provide easy, safe transportation between the university, downtown and midtown that is desperately needed. This would cut down significantly on drunk walking/driving/biking in this zone that happens constantly. It would also help immensely with traffic and tourism in Reno. It would be easy to install - just replace the center turn lane and turn all of Virginia into a one way. There are already roads (center and sierra) that allow car access in both directions to this area. Our city's reliance on cars is extremely detrimental to access, experience, and safety in this area and a slow street car would be the perfect solution. Thank you!
415	I find it confusing and worry it will lead to more accidents, especially with scooters
416	I know the federal government gave you a ton of money and it's burning a hole in your pockets and I know it has to be "green" but how about using this money to deal with the homeless issue???
417	Misplaced priorities. Leave this [redacted] in California where it belongs.
418	I think more roads should have the two way bike lanes. I think it helps protect cyclists if They are on one side, vs two. Many people ride bikes so I think it will help them a lot
419	Love it, please expand it if possible to the surrounding areas.
420	Plant trees!!! Turn your empty lots into parks. Push the transient people out of the river walk area!
421	It sucks! That sums it up
422	You could improve pedestrian experience with barn walks. Use a traffic counter in your bike lanes and compare to auto use. Guess who wins.
423	I wish the traffic flow was better you destroyed a couple City streets for your own personal gain without talking to people that commuter everyday I understand few people line to bike but what about the other people there was no compromise in this at all just about the bike people and that's it no consideration
424	Why not put extreme effort to clean up downtown and get the buildings on Virginia occupied with businesses the Reno citizens will patronize?
425	I would definitely prefer the original lay out along center street.
426	This project seems like a colossal waste of time and money. It appears to get very little use, impedes vehicular traffic, and simply looks ridiculous. I wish the city would use its limited resources to maintain dilapidated public property and clean up downtown instead of creating solutions in need of a problem.
427	Spokane did an awesome job of addressing pedestrian concerns with elevated walkways between buildings
428	I do not like the one-way lane on Virginia Street
429	
430	Because of the increased population in Reno needs more lanes of traffic for cars not less!
431	This project made the downtown area look worse than it already did.
432	We are not California. I was born and raised in Reno. If I wanted to be like CA I would live there. Please quit trying to be CA.
433	The waste of money for such projects is insulting
433	I'm so thrilled to see Reno taking such positive steps towards making this city bicycle friendly and safe!!!

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
434	I have extremely disappointed that the City chose to once again unilaterally impose a major change without - following an already long-established transportation plan - with 0 notice to and input from the community--voters and non-voters alike. The immediate suspicion is that this was at behest of the gaming community. Not sure this is true, but there is a strong whiff of bias./
435	Are the scooters all around downtown going to use the bike lane or be in car traffic? My biggest gripe is where the clients leave those scooters making access to sidewalks difficult for persons in wheelchairs who need to navigate around them. I have even seen the scooters left in the street, making it hard to make a right turn.
436	My only issues with it are how disconnected the bike friendly zones are
437	Pretty sweet, I want to ride bikes more now.
438	<p>This pilot program has been a disaster from the start. From the moment when you did not include any Virginia St businesses before you put this program into motion while knowing it would be hatted by downtown businesses and giving the business your announcement on the Fri night before construction the next Monday. We businesses depend on auto traffic and parking and not micro. The RTC survey and Headway both say Virginia St is NOT the place to put the Micro Lanes but you did it anyway and all the while tossing 10 yrs of work to put onto Center St out the window. Also, the questions in all surveys are "How to connect the university to midtown through downtown BUT this pilot program doesn't start or stop at the university it starts and stops at 5th St.??? Well, of course it can not start at the university because both surveys say the traffic disruption would be to great so you didn't want that flaw to be noticed!!! Also you didn't like the outcome of your surveys so you hire another one till I'm sure till someone tells you what you want to hear. Also, where do the so called Micro lanes go when there is a special event on Virginia St??? Do bicycles and scooters no longer need a route??? I plan on using all means possible to block and destroy any downtown micro lanes on any street I would not wish this disaster on anyone else. Also included on this is the dismantling of BID and the BS Downtown Reno Partnership that has become nothing but a propaganda and lobbying group for the city and Caesars</p>
439	Love these ideas, I am an advocate for creating safer and more accessible ways to commute.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
440	<p>Expand these features to as much of the city as possible. Downtown and midtown are the most bikeable parts of town, outside that feels dangerous to travel by bike. I'm among the 10% most risk-tolerant cyclists, I don't like to ride among car traffic but I will sometimes. But children, the elderly, and families will only use bike infrastructure when they feel safe. The infrastructure in this project will help more people feel safe enough to bike around more parts of Reno. I hope there are measures in place to prevent motorists from parking in bike lanes. Make sure motorists are ticketed for doing this, it's a huge problem in bigger cities like New York and Chicago.</p> <p>Communicate the greater vision for this project to the public. Being able to bike from midtown to UNR is great. Now imagine being able to bike from anywhere in the city to anywhere else without fear of being hit by a car. Now develop the empty lots all over town, fill them with well thought out buildings/land uses. That way people won't just be ABLE to bike around town, they'll ENJOY biking around town. Nothing more boring (and costly to the city) than parking lots and empty lots. My hat is off to the people who made this program possible, looking forward to seeing where it goes next.</p>
441	<p>There is a lot of distractions and postings all over the project area. Very confusing and do not like parking out in the middle of the street when the bike lane is taking the area near the curb. Never see a biker downtown yet everything is catered to them. Do not like my tax money going to bikers and the chaotic looking downtown street. Feel like I'm going to get hit by a car when I park so far off of the sidewalk.</p>
442	<p>Prioritizing micro mobility over vehicle traffic in certain areas of downtown Reno seems ignorant to the actual needs of the majority of locals/people working in the area.</p>
443	<p>I am excited to see the City exploring options to make our downtown safer and more accessible for micromobility users. I hope to see more elements like these in the future!</p>
444	<p>Thought it cumbersome and a safety hazard. Avoided certain areas for driving. And did not see huge numbers of cyclists prefer using the road lanes. They were still on the roadways especially Sierra and First streets</p>
445	<p>No</p>
446	<p>Get rid of the stupid one-way traffic on Virginia, and make it to ways again</p>
447	<p>Navigating these new features in an automobile is NOT difficult. Unfortunately many drivers in Reno are.</p>
448	<p>It should actually prevent cars from parking in it and be permanent. Right now it's only good if there are no cars parked in it and the barriers are in place (Virginia Street). The 5th Street design should be replicated everywhere.</p>
449	<p>This "pilot project" has had a negative impact on local business due to the limited parking and traffic congestion. This would probably work in California where the weather permits, but a failed idea here.</p>
450	<p>I'm not a fan of any of it. I see you're trying to make Reno into a downtown Seattle or something, and that is just not realistic for this area. It's too cold to ride a bike for half the year, and i've only seen 2 or 3 bikes riding downtown since this project started. I vote NO</p>
451	<p>Quit letting this mayor ruin our city!</p>

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
452	Please listen to the Dutch cycling embassy about best practices so we don't have to reinvent the wheel. Honestly downtown is a scary place to consider biking at all because of the drinking. But would love to see UNR and midtown connected by extremely safe, protected bike trails/lanes. Also to connect the new RED district to downtown.
453	This is just a waste of money. Bicyclist need to be aware of cars and traffic. They already don't follow the rules of the road as it is. This is a waste of money for Reno. It's also inconvenient for motorists. I bet only bicyclist know about this survey and they're the only ones who will take it. So you want Reno to waste all this money for a handful of people who will use it. Spend a bunch of months with construction making it difficult for traffic in an already difficult traffic area. Not smart. They can use the sidewalk which was made for bikes. If they don't want to then they can use the street and be responsible for themselves. Why bend over backwards because people are spoiled and don't want to do the work?
454	My family enjoyed it. I feel better biking around there. We have gone down there more because of it. Is there any consideration to making Virginia no cars at all? There is access on center and Sentra streets for them. Virginia could be walking and bikes.
455	I really see Reno as a place that could be a leader for commuting with e-bikes. With our hills and relatively shorter commutes, we could lead the nation in this. But how can we make it safe for commuters to be on bikes in such busy traffic. We need protected bike lanes everywhere connecting Neighborhoods and schools and workplaces. Please look at expanding this
456	I don't like the fact that Virginia street downtown was turned into a one-way. I can't stand the look of all the white pylon separating all the different bike lanes it's very confusing. And it's very ugly if they could make it more visually appealing I said go for it. And you might as well make Virginia Street completely pedestrians and bicycles with no cars at all allowed
457	The bike lane on sierra going away from downtown towards the. University needs some work. It's very sketchy riding up that hill.
458	Again a waste of money and more fossil fuels are being burnt as vehicles have to wait and detour around downtown
459	Ideas are like kites. Sometimes it's a great kite but not proper weather. Sometimes it just a lame kite. And it's not gonna fly. Reno love your bike lane idea is a non starter a no go a bad idea. Ery won hates it. Mid town is nice :) how cute is Virginia street y'all. Hipsters far as the eye can see. Stick with art town but palease don't mess with the biggest lils parking. Xoxoxo good day to you
460	This was an awesome project, thanks so much for making it safer and easier to get around safer without a vehicle!!! Makes me proud of Reno.
461	It's the worst idea I've seen. A waste of money and it enhances something for a small group of homeless and drug addicts. It's par for the course for Reno
462	I saw many cars confused at intersections and driving in the bike lanes. It was more difficult to find parking in front of some businesses due to the bike lane being there and not a parking lane.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
463	Making Virginia St one way, and reducing to one auto lane, is IDIOTIC. Clearly, the needs of citizens are completely irrelevant to the City Council & the RTC. You have made it nearly impossible for most Renoites to easily access downtown. Thanks for NOTHING.
464	Completely renovating traffic to make way for this project downtown was clearly an incentive to have bird scooters in our city. Bird scooters are dangerous, often operated by drunk people who don't not understand the layout of the city. They do not have lights nor do they require helmets. Multiple times while driving I have seen people fall, dart out across traffic, drive in the lanes designated for vehicles and crash in to one another. These renovations for "micro mobility" were absolutely necessary but bringing big tech bird scooters in to the city was horrible. People leave scooters in the sidewalks, preventing anyone in a wheelchair to be able to use the pedestrian sidewalk. You can only utilize the scooters with money and a phone, so poor or homeless people can't even use them to get around. Increasing the safety of cyclists was a good idea but changing the very layout of traffic for bird scooters is shameful.
465	frustrating, and for what? There was nothing wrong previously
466	Please get rid of the bike boxes. Keep bike lanes and seperated bike lanes. But the bike box idea does not add any value over bikes waiting at lights in the bike lane. Also please consider disabled parking+access in your plans for downtown. And maybe consider limiting parking in midtown area? That area gets very crowded.
467	Don't do it.
468	Change it all back ASAP!
469	I wish it didn't end at 4th street or wherever that was.
470	horrible, clean up downtown for visitors...visitors come for the excitement not to bike
471	I feel all of you who made this ridiculous project had no real thought process. It makes no sense that more people are moving to Reno and instead of trying to figure out how to accommodate the influx of new residents into the area, you decrease the lanes. How does that make any logical sense? You're trying to turn Reno into a bicycle town and Reno is entirely too big for that to happen. Not to mention why would anyone want to take public transportation when the bus drivers are constant striking. Downtown needs to be put back how it was. You've already ruined downtown by putting a hug median in midtown where you can only go one way. You're creating unnecessary congestion. We don't need you to dictate which way we can go. You're trying to design downtown like a city in California and it completely sucks. Also, this should have been voted on before you decided to ruin downtown completely. I hate what you have done to our city. The previous bike lanes were just fine. Stop catering to those people and put some thought into how motorist feel too.
472	Find the person who came up with this. Flog them with a rattan pole please.
473	Love this stuff. Please keep!! Also maybe some glass clean up more often?
474	Down town is a joke to get around in now....I will not be going back down town because you can't get to where you need to because you think the bikes need more area. Every time we went down town there were no bikes just confused drivers.


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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
475	the more cyclists are protected (and hopefully cyclists also do their part to show respect for traffic in general and the rules of the road), the more people will get out on bikes, and the better it is for all involved, including air quality.
476	More of this please! We can't move away from automobility without infrastructure
477	Please stop wasting our money.
478	I don't like to be told where and where I can't ride my bike. I personally like riding on the side walk. An in stead of spending money on this crap how about lowering rent prices an raising pay.
479	<p>On Virginia between Court and Liberty, on the west side next to the large parking lot, parts of the sidewalk curve into the road for crosswalks. A one-way protected lane was installed but micromobility users have to make these unnecessary winding maneuvers. The bike lane curves into the sidewalk to put parking outside the bike lane. Since it's right next to a large parking lot, and several other parking lots and spaces, eliminating the parking here to make the bike lane straight would be better. The areas between the crosswalks could be used for things like greenery, seating, and/or a bike rack/e-scooter parking. Please do more work on micromobility from the outside in. These features don't help people who live in the Reno-Sparks area but not in the downtown, midtown, or university areas. If we can't bike safely around our neighborhoods to even get downtown, then these improvements are telling actual residents the city doesn't care as much about them as they care about tourists. Please make permanent choices and expand them fast! Make all these features consistent across the city! Bring micromobility to neighborhoods outside the city center!! Remove dangerous paint on car lanes that indicates bikes share the road. Most people who ride bikes are not cyclists and will opt to not bike to their destination if the route is full of sharrows! Overall, this project has been really impressive. Reno is still adding more car lanes all over the place though, and that needs to end. If the city is truly interested in reducing its impacts on climate change, adding more infrastructure for cars is not the answer. More micromobility and WAY more buses, bus stops, and bus routes! It shouldn't take over an hour and multiple bus changes to make it from my home to UNR, less than 8 miles and a 15-minute drive. Even riding my bike would take less time than the bus, but since the roads don't have protected bike lanes that option is not a safe one.</p>
480	Keep up the good work!
481	Thank you for working on making Reno more accessible for cyclists and pedestrians.
482	We ubered our whole trip, but would be way more likely to use a scooter or bike if this was implamaneted city-wide. Reno is very close to a super walkable and car free city, I hope to see this program expanded.
483	This project really sucks! It has created more problems for automobiles.
484	Would love to see more expansion. Safer way to get around and much needed in areas undergoing more urbanization. Love to see the more Dutch style protected lanes
485	Please consider the future of our towns infrastructure. We are growing at a fast rate. We are overpopulated so let's restrict traffic for some bikes. It's not the will of all the people.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
486	Please continue to build and support micro mobility infrastructure! These features help me to feel safer and contribute to being much more likely to travel through this area on foot and on bike.
487	Everywhere is trying to figure out how to handle more traffic and Reno is doing the opposite. Does not make sense.
488	This was a stupid waste of money.
489	IT IS SO HORRIBLE. Can't even enjoy downtown. It's filled with homeless people and tweakers. Can't even drive safely with them bikers and scooters not paying attention to other vehicles. HORRIBLE AND WASTE OF MONEY.
490	Making the most accessible road in the heart of downtown a one way is poor decision making. Either side road could've been changed seeing as they are wider one way streets already.
491	Stop wasting taxpayer money on idiotic projects that address problems that don't exist and only create more problems for the majority of the population that neither need nor want this stupid micromobility project. Stop. Just stop. Put everything back the way it was.
492	<p>It sucks. It's a waste of city funding. It's not family oriented or tourist friendly. Bikers and scooter users still take up the sidewalks. Can't turn corners safely especially in large vehicles. Parking spaces are crunched compliments of all the 3 foot white poles. Now people have to watch for cars on one side, scooters and cyclists on the other to even exit a parked car. That's provided you can even open your car doors next to all the white posts. In an emergency there is no place to pull over and kick on the hazards. Can't access important BUSINESSES. What was once a two lane, two way street and naturally busy to beyond congested especially during events is now single lane or only one way section making travel ridiculously difficult in a already congested heavily traveled area. I think the city has set themselves up for multiple accidents between motorists, cycles and scooter users. I think this would be more served in a much larger city like Portland, Seattle or San Francisco.</p> <p>Downtown Reno is not a biking destination for families. As far as scooter users. I see more than 50+ a day parked in groups of 5-10 all over. Mainly on sidewalk corners just taking up space for local walker or people exiting cars trying to get places. Arlington and 5th is a nightmare. Traffic from ROC, St Mary's, Drs offices, Coffee shops and more. Very congested. I tried turning from Arlington to 5th the lanes were very narrow, the corner turn extremely sharp and with my huge truck very difficult even for an experienced driver. The city I feel jumped the gun. Didn't take many things into consideration like young children, elderly, motorists or tourists into consideration. The waste of money and resources is unbelievable. The City could of fixed potholes, helped businesses clean up store fronts to make them more inviting to old downtown. Could of built tiny homes for homeless or another shelter to accommodate the large quantities of homeless. Literally anything would of been better.</p>
493	This is a ridiculous waste of tax payer money. You should all be worried about your jobs.
494	Making a one way street for cars was a mistake.
495	Keep it consistent down the entire street, either single lane with traffic flow or double lane with a buffer. And definitely put Virginia back to a two lane for vehicles.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
496	Installing the micromobility lanes on Center or Lake Street would allow for easier access from Midtown to the university. The positive result of the path on Virginia is the massive reduction in reckless driving along the route.
497	I would like to see protected bike lanes connecting the UNR campus to downtown Reno. I would also like to see them connect downtown to East Reno/Sparks
498	Stop spending money. We need speed ramps on our busy street as kids almost get ran down by speeding drivers and we get told NO every time. It's getting worse and NO one at the city cares!!!
499	I would like to see better downtown to UNR connections with the micromobility project. The protected bike lanes stop short of the univeristy. I would also like to see some of this project expanded to Center St., which helps folks who work/study on the east side of the university get there safely as well.
500	I think this is a really important project and will do so much for improving our city!
501	Bad project.. get the homeless out
502	I'm fine with bike lanes and bike lights but the way Virginia street is set up now has made me avoid downtown. I used to go there a lot more. Now I will actively find alternatives.
503	Take this  out
504	I get yelled at or flipped off SO MANY TIMES by drivers for "not using the sidewalk" or using the street. I am following the laws. Please educate drivers MORE about bike and pedestrian rules and laws.
505	Use normal tried and true bike lanes. Put cars back against the curb. Paint lanes green to designate. Use bike boxes at major lights. Make Virginia a two way again!!!! Bigger campaign to make drivers bike aware. Big campaign to make cyclist follow vehicle laws, fine those who don't!!!! Make center street the main bikeway north. Virginia can be south. I bike Arlington north and south to commute. I'm both a biker and driver and understand both sides. Thanks.
506	The project does not improve any traffic in the area and it makes downtown looking all messy and sloppy.
507	I was surprised when one day it just popped up. I think more communication with the public/community about future changes could help.
508	I think this is a great idea that should be expanded on!!
509	i commute using a bicycle. i still would like the lanes to bring us right to UNR campus, but nice that i can take virginia almost the entire way to campus from midtown. unfortunately the midtown car traffic on virginia are pretty aggressive because of the single lane use. So i usually travel to UNR from midtown via center (which feels pretty dangerous) or sinclair and evans to get to campus with bike lanes which feels much safer
510	I think all of these options are great improvements that can protect biker safety, and encouraging more people to bike instead of drive. This can improve air quality, reduce car parking demand, and improve health of people in the community. They are definitely worth investing in!

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
511	Just bite the bullet and turn Virginia Street into a pedestrian/bike only plaza from 4th to the south side of the river. Sierra and Center can handle the N-S traffic. Not being able to cross 4th from Washington is annoying. Currently there is nothing enticing to locals in downtown unless one gambles. We go to Pioneer Center a few times per year but we drive. If the plan is to make it more attractive to locals, bike paths aren't it. If it's to make it more attractive to tourists, bike paths aren't it. How many tourists in downtown Reno are riding bikes? There are so many more important things to deal with centered around downtown. The bike lanes could be paved with gold but until the homeless problem is addressed even that wouldn't be enough to bring more people downtown.
512	Please revamp this!
513	Give me a direct route from the river walk to UNR campus please without needing to stop at every light.
514	Please get rid of the unsafe Bird scooters that are sending people to the ER daily.
515	Stop wasting money/ pandering
516	The City will only consider recommendations that support their effort to create a poor inexpensive youth apartment community downtown. The City will not consider all residents' desires for downtown renovation,
517	I moved here in 2019 and biking options were not great in Reno. But these recent projects give me hope for a more bike friendly and environmentally conscious city. Please keep up the good work. Thank you.
518	These paths are essential for me to get groceries, run other essential errands, and get to campus.
519	Waste of money do something about the dirty filthy disgusting streets, pan handlers, homeless sleeping right on downtown streets [REDACTED] drug addict behavior robbery [REDACTED] [REDACTED] no one wants to bike or walk down there. Who are you catering to? The criminals it respected family law abiding citizens
520	The idea is phenomenal. The enforcement is lacking.
521	Driving downtown is difficult enough with the myriad of one way streets mixed in with two way streets. Please do not add additional confusion to an already congested tourist area by removing traffic lanes to make room for bike lanes that no one is currently using.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
522	<p>It's a bad idea. I think Reno is yearning to be like other big modern cities it looks up to, and I think if you studied these projects in these progressive cities, you would find they don't work either. Reno needs to remember that tourism is very important, and you are driving it away. It seems like every time I drive downtown, I see less & less, and I have been downtown at almost all hours of the day. The city needs to deal with the homelessness and crime that can be seen everywhere. A city only has so much money. That money needs to be spent wisely on projects that will serve its residents and protect visitors. It needs to enhance things for the downtown businesses, many of which hate the changes you have made. Listen to them, and don't push this down their throats. Reno needs to understand that sometimes you can't always be like your big fancy neighbors. It's just like I might like several big fancy cars like my neighbors, but I can't afford them right now. Maybe later. The same goes for the city of Reno. It needs to spend wisely, and not and be like bigger cities with more money. These cities also have economy and crime that they ignore, much as you are trying to do. Although I think if you look, they aren't spending wisely. Right now the two big issues in the eyes of the people are crime & the economy. The city by doing stupid policies like these, is completely ignoring the very people they are suppose to be serving!! Junk this project & the buying of useless, stupid "art", and focus on crime & the economy!! Please listen to the people. I've read a lot of the FB comments, and most are in agreement with me. I took a bunch of time to answer this survey, because I like and use the downtown, but not like it is now. Not all that is new, is good!! I hope you are listening!! ☹</p>
523	Make it smaller
524	This whole idea is silly. No one wants to ride a bike into downtown Reno, unless they've had a DUI and would otherwise have to walk.
525	Reno already has tons of congestion during tourist season. Many of these proposals look like they will make that congestion worse. Remember that Reno is very much a tourist town, and people who come here come from far away. Modeling systems like the ones we see in New York will not work out for Reno.
526	Thank you for investing in safe bicycling in Reno!!
527	Thank you for asking!
528	Downtown is already in shambles.. we need to keep the traditions that people love. We already killed the hot August nights cruises through Virginia St with the roundabouts etc. Don't kill downtown anymore than it is.
529	<p>I was not aware of this project prior to stumbling upon it after returning from a trip and I literally called my wife to tell her how excited I was that Reno has added high quality bike infrastructure to my commute. These separated bike lanes make cycling as a commuting option so much safer and less anxiety inducing. I found myself enjoying my commute because of how stress free many of my rides were. There were times when I feel that the bicycle light at traffic signals could be better optimized. In particular, when going south on Virginia there are many times when no one is in the car turn lane, but the bike signal remains red. Overall this project was a huge improvement to my life as a resident that commutes through downtown, and it would be great to see it expand to other areas.</p>

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
530	I like bike lanes that are separated or spaced away from traffic with more than just a white line. Tall barriers are ugly so far and might make snow removal difficult. Please bring back 2 way traffic on Virginia St but limit to 15 mph.
531	I live close to Downtown and ride my bike to the local business and resurants in Downtown and Midtown. With the improved infrasturcture project I fell better about riding at night, which will allow me to utilize my bicycle during the winter months with less day light. I have found that by riding my bike more with the prices of gas I spend more of my dollars putting money bakc into the community by supporting the local business. I would love to see more infrastuctre like this throughout the city so that I can eventually bike to work instead of drive a car.
532	City has to increase the number of bike racks throughout Downtown, Midtown, CA Street, and Wells. Micromobility is only good if your bike doesn't get stolen. Seriously, biking between locations and errands is much more difficult because there aren't enough bike racks anywhere. Thanks.
533	Huge waste of time and money
534	Please reconsider this project. It is a danger to bicyclists, pedestrians and automobile drivers.
535	There needs to be some enforcement of basic traffic laws concerning the use of these scooters. Too often I see them on sidewalks, going the wrong way on Sierra, running red lights, and generally not following basic traffic laws. I can probably count on one had the number of times I have seen the new micro mobility lanes actually being used.
536	It js a nice idea but a waste of money. Neither those in automobiles or other forms of transportation will use the project properly. The guidelines will be ignored.
537	Enforce the speed limit on Arlington Ave from Second St to Liberty St.
538	Not a bad idea by itself.. Please move it to Center street and off of Virginia.
539	Some dedicated lanes has broken glass that hasn't been cleaned up for weeks
540	It a huge failure,
541	Fix it please
542	Increase signage and maybe add speed bumps or another tactile preventative feature to the Virginia Street Northbound/First Street 1 way closure. I have seen many near-crashes at this intersection because out of town drivers do not realize they cannot continue straight through on Virginia. Having dedicated left arrow/right arrow green lights may improve the safety of this intersection
543	I'm looking forward to the city making the downtown area more accessible for folks who do not drive. Protected bicycle lanes are a great start, and improving our public transit should be next on the docket. We have the opportunity to upgrade our public transit options / routes while the city is growing, which is something a lot of other large cities have reactively implemented after rapid growth. As a local, I am very excited to see our city making positive changes for the constituents.
544	Who are you trying to please? The bike and green lobby or the residents of Reno

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
545	I have to say I really dislike that Virginia went one way. I used it for my commute daily and basically now I have to use Ralston and I don't get to use Virginia at all because the traffic flow has become strange there. So much infrastructure in the road to serve cyclist who don't use that part of town. First Street and Riverside and Idlewild would have been better choices as that is where people bike. I support making cities bike friendly, but I just don't think ALL of the changes resulted in a very nice stretch of road for either walkers, riders, or drivers. It feels like a construction zone full of white tape outlines.
546	This entire project has made it a major inconvenience to travel downtown as a driver and even a pedestrian. Focusing on gimmicky bike lanes is a mistake and an irresponsible decision while we have a major homeless problem in this city as well as a rising crime/██████████ rate. Making a daily commute harder for people who actually pay taxes in this city just so jobless, drunk college kids can ride scooters on the weekends to bar hop is lunacy while ER visits are on the rise for the aforementioned behavior. The city of Reno has made a major mistake with this one.
547	I'm a civil engineer working in roadway rehab specifically. I commute by bike on vine, first, arlington every day. This has caused me to shift my commute slightly on occasion to mix up my route. I still think my route is more efficient and safer for where i need to get to. Having arlington might cause me to completely shift though
548	I wish that it extended a bit further, it would be great if it went into midtown and/or towards the university.
549	I have not yet experienced the pilot project on my bike, though I've driven the path in my car. I don't mind the changes because the move towards a more bikable, walkable community is a good one. Would like to see Reno create beautiful, intentional, community enhancing micro mobility path system that is a pleasure to use, rather than squeezing something in because it's inexpensive and requires as little change as possible. I was very impressed with the community/bike building concepts developed at the ThinkBike/TMBA workshop held on Sept 13th. I especially like the slower traffic flows, auto free routes, and trees, trees, trees, plants, plants, plants. It is so uncomfortable to move around Reno without air conditioning. We need to employ methods to reduce the heat sink!
550	i think every part of this was a waste of taxpayer dollars. I understand we are already low on resources as it is, this was a shot in the foot.
551	Law enforcement of scooters needs to be a thing.
552	I have ready encountered several instances of near misses between me in a vehicle or walking downtown. Those riding on scooters clearly don't follow existing rules...let's not introduce more confusing rules.
553	I think the scooters are over priced ...I didn't know how to use it properly and my first time was charged \$140. Next time cost me like \$50and they won't refund my money...that's not right...

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
554	I commend the City for running pilot projects and urge it to continue to do so. It's all about education -- it's taken forever for Americans to learn proper behavior in roundabouts. Both drivers and cyclists need a LOT of education and practice on how to behave in micromobility-focused infrastructure. As @JuliaThayne [DeMordaunt] says about the inclusiveness of micromobility, "The more micromobility users you have, the more people you'll have in favor of bike lanes, the more people at city, state and national levels will be saying: 'This is important and we should invest.' "
555	The Pilot Project has ultimately ruined the Heart of Downtown Reno. What was once before a bustling downtown has now been turned into a barren, gloomy part of the city that locals avoid like the plague. Turning Virginia St into a one way street is one of the worst decisions I've seen this city take. This project has made it difficult to maneuver downtown, the Reno Arch can no longer be enjoyed to the extent it once was, and it negatively affects the local businesses in downtown. I Don't know a single person that has the slightest satisfaction towards this project.
556	I think this project is a big improvement over what we had before. There is still room for more improvement and I think I prefer my normal biking route (along the river), but I'm sure I'll find a need for this route again and appreciate it as an option.
557	thank you! Please expand it.
558	both car lanes on virginia should be restored and only leave the bike/scooter lane
559	I know it's not quite in the zone but one key change that could be made on south Virginia is cutting the curb just for bikes to cross east to west on certain streets. I don't often ride on Virginia because it's narrow and busy, I prefer Holcomb or Haskell or forest but then it's so hard to cross onto Virginia without using a cross walk and fully stopping. Cutting the curb at key streets would make it easy for bike commuting
560	It has failed in other cities. People stop going to places that make it difficult for cars. I will eat at restaurants that are not downtown or just cook at home.
561	Change Virginia st back to a 2 way street. It's very inconvenient
562	Everyone should be fired that voted for this.
563	Do this everywhere and add bollards to actually stop cars instead of flex posts that bend. Pair with other traffic calming measures too. We should prioritize safety for all users, not car speeds and flow.
564	The strip down S Virginia St is iconic. Sometimes, it's the only part of Reno people have even seen before they visit. Turning this strip into an ugly 1-way by blocking off the northbound lanes is a mistake. Pedestrians, bicyclists, and scooter users do not need 2 full lanes of road to be safe. Please reopen the strip.
565	this to never happen. Don't take my answers wrong. I am actually a real bike person that does extreme biking but I don't see the reason for me to bike in downtown where traffic and pollution is heavy and unsafe.
566	Thanks for the positive movement toward making Reno a safer place to bike!
567	Please keep this system going and please oh please extend to UNR!! Getting between UNR and where the bike lanes start is a fools errand at this point because of a couple factors: 1. it is amateur hour in terms of driver skill and more importantly attention paid to driving around UNR... 2. there is just too much traffic to feel safe on the road there.

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
568	This is such incredible, important work, please continue to address the need for bike-friendly transit in Reno! We have quite a few bike lanes in the area now, but really need to work on connecting them to make them easier to use. Creating a through-way in downtown and midtown is essential...thank you!
569	Micromode lanes require regular street sweeping to be kept clear from roadside debris.
570	Extend it to west reno
571	Please put Virginia back to normal. I understand the scooter idea but they are usually used by the out of town weekend warriors that may have had a few to many. Maybe move the bike lanes onto center or sierra that are already one way roads. Get rid of the scooters that end up in the river or just scattered on the sidewalks.
572	Stop giving bike riders and pedestrians the right of way on streets with cars... that's why pedestrians are getting hit... light the crosswalks and issue citations for those not adhering to crosswalks. Stop putting crosswalks in the middle of the street try doing it at the corners and light them better ... hire a better city designer before wasting more of my tax money... make bike riders pay for a permit to cover the cost of their special lanes stop using my tax money ... also it's snows here so maybe trying to make the city more bike friendly isn't exactly the smartest idea (waste of money and time to install something that very few people will use in good weather let alone bad weather... you want the city to be more walkable stop building warehouses in neighborhoods . Stop focusing on the projects for downtown and start focusing on safer sidewalks where people actually live... stop putting bus stops on streets with no sidewalks, stop putting crosswalks in the middle of streets, light the crosswalks and and how about not allowing houses to be built without first putting in parks and places to walk to. Do better!
573	Cont... and those don't even work past a few miles from downtown. Bottom line you need a car to navigate around Reno/sparks area efficiently.
574	Please stop appeasing a few liberals at expense of your tax paying drivers.
575	Get rid of it OR charge a bike registration fee like a road tax - and enforce the registration and law!
576	This whole thing is adding to why people don't want to be downtown anymore. It was already bad enough with the empty buildings, homelessness, drugs and fowl odors.
577	This project was idiotic and a waste of city money that need other things. Many people have been hit cars have been hit. This is not right and many have been super confused going the wrong way. A lot of children are living in the Siegel buildings and have school bus stops downtown I worry about children or anyone Many drivers do not pay attention!
578	Had to change my route to and from work, which has added time to my commute that i cant spend with family.
579	Try helping our city's underserved, at risk populations instead of further gentrifying everything

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
580	The whole project I feel is an unnecessary waste of our tax payer dollars. Virginia should not be a one way street for cars. The new bicycles lanes take up too much room. Bicycles and cars alike might not follow the new road rules. Too many people jay walk or walk/bike against lights anyway. On top of all of this, any emergency responder (police fire ems) would cause even more traffic or safety hazards.
581	I am a part time resident of downtown. My wife and I walk, ride bikes, ride the bus and use Bird e-scooters when in Reno. Community and visitor education efforts need to be equal or greater than infrastructure changes. It's easy to paint white lines and green boxes on the pavement; it's harder to change attitudes and behavior.
582	Please have enforcement officers patrol these areas especially in the evenings and at night. People on scooters tend to run the light at 5th and Ralston and I have lost track of how many have been near misses because they are running red lights. These individuals need to be made aware that they are held to the same laws as us motorists
583	Just give us protected shoulders and let traffic flow, this was not a very well thought-out plan IMO and little to no regard was given to locals and people who actually ride a real bicycle. Please get rid of the scooters at the least because those imbeciles think they can just take a lane regardless of these additions. They are a nuisance and are dangerous. Let the tourists walk or rent an actual bike, there's like no vertical gain across all of downtown, you cannot tell me these people are incapable of pedaling themselves over flat ground. People with no experience on a bike, let alone road riding or these scooters, have no place cruising around at 20mph+, wavering all over the road, taking out pedestrians and bikers; they're the worst. Plus, they still ride like they have these features in town with a MASSIVE false sense of security. Yall would know better than me, but maybe look into the numbers of injuries, traffic accidents, etc which have been caused by these. Driving is just usual Reno stuff, plenty of congested areas with traffic that shouldn't exist if it weren't for the terrible layout of downtown and minimal parking
584	I never even knew about the pilot project infrastructure until I saw them on the streets. And all we could think was, whose idea was this?
585	Stop trying to make Reno into the Bay Area 2.0. Thank you.
586	I really hate it. I think it's ridiculous that this city is putting infrastructure in place that creates a massive inconvenience for the majority of travel. There are ways to create safety for cyclists and pedestrian without creating a hazard and inconvenience for those driving cars.
587	This has been great. Further expansion of this network would be awesome for connectivity between capus and the downtown area.
588	If you would spend more time enforcement of laws for walkers who cross against the light, fo drivers who can do the speed limit, and other vehicle code laws plus the bikers who can't seem to go by the rules Reno would be a better place

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ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
589	It's been a fiasco and really made getting around downtown impossible. One way on Virginia, for a tourist town that relies on people who will not know how to navigate around it? And the changes do not make any sense. And people on bikes but especially those new scooters never follow the new areas anyways. They still drive them through the car lane and cross the streets illegally like walking pedestrians. I think it's caused more issues and is not helpful.
590	I just think it's a waste of money. It does not make it any safer downtown. Reno doesn't need to be different just to waste money on stupid projects like this that doesn't improve safety nor function.
591	You gave absolutely no instructions on how this project was supposed to work. No signage, nothing. I haven't noticed any increase in bike usage and the scooter riders are usually on the sidewalks. Other cities have managed to do great bike lanes. You should look at them. You made it way to complicated. Start over. Get it off Virginia Street and move it to Center Street where it should have been to begin with.
592	The only thing this project did was allow tourists to operate scooters under the influence on our roadways. My time is valuable and it now takes me longer to travel home because of one way traffic.
593	Overall the Virginia Street portion was very ugly. I'd rather see the entire street closed than the messy look of what was done.
594	As I mentioned above, our freeways are not sustainable for all the traffic going from north to south. I use the streets through downtown as a way to get south of town during high traffic periods on the freeway. I strongly suggest that what was done to Virginia st not be done to Sierra and Center streets, or to Arlington street. Think about how much usage will these 'lanes' will be used in inclement weather? Our climate is not conducive to biking year round. How will snow be cleared in these lanes so they will remain operational? Snow plows will eat up the markers at Arlington and Fifth street. Users of these lanes need to be educated on the proper use of these lanes and how to take responsibility for their safety. Just because these lanes exist doesn't mean the users of these lanes have the right of way. They need to respect the automobiles, just as the automobiles need to respect the users of these lanes.
595	bicycles. Virginia street travel both ways hard to get around when making deliveries or just visiting the down town clubs to pick people up.

Appendix A - Survey Results

ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
596	<p>I am a wheelchair user and there was already not enough wheelchair access in downtown Reno. Now the scooters are parked on ramps and in the street and on the walkways so I'm not even able to push anywhere like I normally would have in the past. The handicap parking spaces have been put closer to traffic. I had to park near the courthouse the other day and had a city of Reno employee in a city of Reno vehicle yelling at me to get out the street. I informed him I didn't choose where the parking spots were created. The number of days in a year that these bike lanes will be useful is far outweighed by the below freezing or above 100 degree days where driving is much more realistic. Not to mention the untreated mental health homeless population that has taken over downtown Reno that makes it even more dangerous to be on a scooter or bike instead of protected in a vehicle. This goes for 5th and Keystone as well as Virginia street. By continuing to try to mask the cities issues with new infrastructure without first dealing with the underlying problems it's just putting everyone in danger. Try to enjoy a coffee on the beautiful patio of the new 5th street Starbucks without several people yelling obscenities at you or at traffic, dragging their shopping carts next to you, parking in the handicapped parking to go into the store as able bodied people. This is just a snapshot of what is wrong with this new project and Reno's expansion plan as a whole. Have you tried to park or exit from the new in-and-out parking lot? Especially when Reno High is on their lunch break. We have bigger issues.</p>
597	Go back to how it was. Put money into cleaning up the buildings and trying to put new business in.
598	It was terrible. Thank you for considering these comments.
599	Finish center street cyclotrack.
600	<p>Its not a bad idea of it was on a wider street. Like center street and sierra. Virginia street is too narrow and dangerous for bicyclists when tourists are driving through Virginia and are confused by the traffic pattern.</p>
601	<p>Fifth Street is narrower now and in the winter with possible ice/snow can't imagine what that might be like. Certainly no room for error. I totally understand the reasoning behind this, but I've seldom seen anyone using it between Keystone and Arlington. The crosswalk signal at Fifth and Nevada Streets is so far back that it's not easily seen with cars parked along Fifth.</p>
602	<p>The decision to make Virginia street one way south bound does not seem to have considered the already existing traffic pattern in place where sierra and center streets are designated one way feeder roads through the downtown sector. Anybody attempting to travel north through downtown can no longer directly access the western half of the downtown area in a vehicle. This maze of a traffic pattern is made even worse when arlington is closed off.</p>
603	LEAVE DOWNTOWN TO HOW IT WAS
604	Probably one of the worst ideas reno has had besides the RTC bus stop program. Half the time the lanes aren't used by bird scooters and other bicyclist.
605	<p>I found this all somewhat confusing, but with some improvements, eventually, it could be gotten used to. I would be all for it if bike traffic would be required to use it, and bikes and scooters were forbidden from using car traffic lanes, but that is not how it is used.</p>

Appendix A - Survey Results

ID	Is there anything else you would like to share about your experience with the Pilot Project infrastructure?
606	This is a waste of tax payer dollars. You are going to move forward with these idiotic ideas anyway, so what's the point of getting comments.
607	Reverted back to making Virginia Street a two way street all the way down and do away with this confusion mess.
608	Run Virginia north bound
609	overall, it rates a 0 with me.
610	<p>Sadly I don't see Renoites accepting the changes. It is a nice concept, and if tourists on scooters could behave and act like the guests they are in this town rather than like entitled lunatics on scooters and bikes with zero regard to safety and sharing the road as if they own it, perhaps the project would work. I think if it was a locals only thing, it would work nicely. The issue is merging traffic together with recreation and tourism on the same street. There are a lot of alleyways that could be converted to bike and scooter routes. Clean them up, remove the homeless and their trash, get in nice LED solar lighting on those alleys and you could have both worlds without the chaos it is now. Sharing the road as it is right now, is not safe, it's not fun, and it certainly is not working for OUR city. I know so many locals, including myself, who no longer visit downtown because of this mess and primarily because downtown has nothing to offer locals anymore. I no longer visit the River Walk because of the unsafe conduct of scooters and bikes. I even stopped going to Aces games because it's too chaotic to get there. Downtown is NOT fun for locals anymore. This Pilot Project pretty much pushed us all out of downtown and the local businesses make it clear that they are there for the tourists. Gone are the days when this city was for us who live here. Yes we shared OUR City with tourism, but it was still a tight-knit community that held fun family-centered events every weekend; but now the interests in downtown is not on the locals. It's about making a buck and the City of Reno has successfully pushed us out of enjoying OUR own little City. I hope this comments section is taken to heart. I hope the CofR will listen to the people who live here and not just to the wallet. The scooters are a good idea, just not on the same roads as cars. I own a scooter, I'm not against them, but I will not ride mine in downtown or midtown. Please hear our voices Reno.</p>
611	There are infinite better ways to spend \$, time; staff focus ... just the worst plan
612	We need many more buffered bike lanes! I love cycling but as a new mother, I'm too scared to bike in most neighborhoods because I don't want to leave my kids motherless.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 5.6

To: Regional Transportation Commission

From: Dan Doenges, Director of Planning

SUBJECT: FY 2024 - FY 2025 Unified Planning Work Program

RECOMMENDED ACTION

Approve the FY 2024 – FY 2025 Unified Planning Work Program (UPWP).

BACKGROUND AND DISCUSSION

The Unified Planning Work Program (UPWP) documents the major transportation planning activities to be undertaken each fiscal year and the funding sources necessary to support these activities. Federal regulations require the RTC to develop and approve the UPWP as the Metropolitan Planning Organization (MPO) for the region. The UPWP is developed in coordination with the RTC Annual Budget, incorporating the major objectives, revenues, and expenses identified in the budget.

RTC staff has identified significant tasks to be carried out in the FY 2024-2025 UPWP. These include development of an update to the Regional Transportation Plan, adoption of the FFY 2023-2027 Regional Transportation Improvement Program, development of a regional freight study, implementation of a regional travel characteristics study, and travel demand model calibration using data collected in the regional travel characteristics study. In addition to these new items, tasks that will be carried forward include the Active Transportation Plan, the South Virginia Street Transit Oriented Development Study, and several recurring administrative tasks.

Both the Citizens Multimodal Advisory Committee (CMAC) and Technical Advisory Committee (TAC) recommended approval of the draft FY 2024 – FY 2025 UPWP at their April 5 and April 6, 2023 meetings, respectively. The TAC includes representation from the Cities of Reno and Sparks and Washoe County Public Works and Planning Departments, as well as other regional agencies.

FISCAL IMPACT

The fiscal impact of the two-year UPWP is a total of \$4,499,082 (\$4,229,129 in federal Planning funds and \$269,953 local match, either RTC Fuel Tax or RTC Sales Tax). The UPWP activities are included in the FY 2024 Budget and ongoing activities will be programmed in the FY 2025 Budget next fiscal year based upon estimated federal funding.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**Regional Transportation Commission
of Washoe County**

UNIFIED PLANNING WORK PROGRAM

FY 2024 – FY 2025: July 1, 2023 to June 30, 2025



April 2023

This report was funded in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 for Metropolitan Planning Program Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

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Your RTC. Our Community.

REGIONAL TRANSPORTATION COMMISSION

OF WASHOE COUNTY

UNIFIED PLANNING WORK PROGRAM

FY 2024 – FY 2025

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UNIFIED PLANNING WORK PROGRAM FY 2024 – FY 2025

1.0 INTRODUCTION

The Fiscal Years 2024 – 2025 Unified Planning Work Program (UPWP) is developed by the Regional Transportation Commission of Washoe County (RTC). The UPWP describes transportation planning activities scheduled in Washoe County during the period July 1, 2023 to June 30, 2025. These activities will be undertaken by the RTC utilizing the annual federal funding allocations from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) as well as local funds.

The RTC is designated by the Governor as the Metropolitan Planning Organization (MPO) for Washoe County. As the MPO, the RTC administers the federally required transportation planning process within the metropolitan planning area. The RTC planning process considers all modes of transportation and yields plans and programs consistent with the planned development of the urbanized area. The RTC coordinates transportation planning activities with its three member entities of City of Reno, City of Sparks, and Washoe County. The RTC also coordinates with partner agencies including, but not limited to, the Nevada Department of Transportation (NDOT), Truckee Meadows Regional Planning Agency (TMRPA), Washoe County Health District – Air Quality Management Division (WCHD-AQMD), Washoe County School District, Reno-Sparks Indian Colony (RSIC) and Reno-Tahoe Airport Authority (RTAA).

The UPWP has been organized into six major elements with each element subdivided into specific tasks. The six major elements are as follows:

- Administration
- Development review for consistency with the Regional Transportation Plan (RTP)
- Active transportation planning
- Street and highway planning
- Public transportation
- Air quality planning

2.0 PLANNING EMPHASIS AREAS

On December 30, 2021, the FHWA and FTA Administrators updated the Planning Emphasis Areas (PEAs) which MPOs, State Departments of Transportation, and Public Transportation Agencies should consider when developing tasks for the UPWP or other work programs. The planning emphasis areas have been integrated into the RTC planning work program for Fiscal Years 2024 – 2025, as shown in Table 1.

Table 1: Planning Emphasis Areas and UPWP Tasks

UPWP Task	Planning Emphasis Area							
	Climate	Equity/ Justice 40	Complete Streets	Public Involvement	Strategic Hwy Network	FLMA Coordination	PEL	Data
1.1 Administration/ Continuing Planning		•		•		•	•	•
1.2 Unified Planning Work Program	•	•	•	•	•	•	•	•
1.3 MPO Certification	•	•	•	•	•	•	•	•
1.4 Statewide Planning	•	•	•	•	•	•	•	•
1.5 Training	•	•	•	•	•	•	•	•
2.1 RTC Development Review & Meeting Attendance	•	•	•		•	•		•
3.1 Regional Transportation Improvement Program	•	•	•	•	•	•	•	•
3.4 Regional Transportation Plan (RTP) Activities	•	•	•	•	•	•	•	•
3.5 Congestion Management Process	•	•	•	•	•	•		•
3.10 Public Participation Plan Development		•		•		•	•	•
3.11 Community Involvement Planning	•	•	•	•	•	•	•	•
3.13 Corridor and Area Planning	•	•	•	•	•	•	•	•
4.1 Regional Road Impact Fee Activities		•	•	•			•	•
4.2 Geographic Information System (GIS) Mgt.	•	•	•	•	•	•	•	•
4.3 Traffic Forecasting	•	•			•		•	•
4.18 RTC Traffic Model Upgrade / Conversion to TransCAD	•	•		•	•			•
4.27 TMRPA Shared Services	•	•	•			•		•
4.31 Data Collection and Analysis Program	•	•	•	•				•
5.2 Transit Planning	•	•	•	•		•		•
6.1 Air Quality Modeling/Analysis	•	•	•		•		•	•
6.2 CMAQ Planning	•	•	•	•		•		•
6.3 RTIP/RTP Conformity Analysis	•	•	•		•	•		•
• Indicates that task supports planning factor								

2.1 Implementing MAP-21 and IIJA

The metropolitan transportation planning process specified by Infrastructure Investment and Jobs Act (IIJA) and the implementing regulations contained in Title 23 Part 450 of the Code of Federal Regulations (CFR) requires the RTC to maintain a cooperative, continuous and comprehensive framework for making transportation investment decisions in the metropolitan area.

IIJA carries forward the performance-based transportation planning framework enhanced under the Moving Ahead for Progress in the 21st Century (MAP-21) Act. This UPWP includes data collection and analysis tasks that will facilitate annual reporting regarding transportation safety, travel time reliability, pavement condition, alternative mode share, and other performance metrics. It also includes tasks to continue evaluation of the transportation performance measures and performance targets established in the Regional Transportation Plan (RTP). The project prioritization process for the RTP reflects consideration of the adopted performance measures.

Transportation legislation (23 CFR 450.206) also requires the planning process to consider ten factors in the MPO's development of their regional transportation plans and programs. The ten factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient transportation system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism

2.2 Regional Models of Cooperation

Through UPWP-related efforts under the Regional Transportation Plan Activities and Statewide Planning tasks, RTC ensures a regional approach to transportation planning by promoting cooperation and coordination across transit agency, MPO and state boundaries. The Nevada MPOs and NDOT, in partnership with the FHWA Nevada Division Office and FTA Region 9 Office, have adopted a coordinated approach to transportation planning through the formal Planning Executive Group and various sub-committees. This coordinated approach allows for information sharing about data, needs assessments, funding projections, financial reporting, planning initiatives, project delivery and other issues. RTC participates in

several multi-jurisdictional and multi-state investment studies coordinated through its local partners and NDOT.

As an organization that integrates the functions of the MPO, transit service provider, and regional street and highway program, RTC seamlessly integrates planning for multimodal transportation needs.

2.3 Ladders of Opportunity

The U.S. DOT created Ladders of Opportunities to develop and enhance initiatives, program guidance, tools, and standards that empower transportation leaders and communities to revitalize, connect, and create workforce opportunities that lift more Americans into the middle class. The following paragraphs demonstrate a small sample of the transportation planning efforts that the RTC undertakes to support this initiative.

RTC strives to provide safe access to essential services for all residents of Washoe County. Through the Geographic Information Systems (GIS) task, RTC is able to analyze transportation service and access to employment, health care, schools/education, and other services at a regional scale. Through the Community Involvement Planning task, RTC develops and evaluates new approaches and techniques to expanding public participation, particularly in disadvantaged communities.

The Regional Freight Study will be completed through the Regional Transportation Plan (RTP) Activities task, and will serve as an extension of NDOT's Statewide Freight Plan, which is in the process of being updated. The focus of this study will be more localized, seeking to better understand the freight network and goods movement patterns in the Reno-Sparks area. This study will be conducted in coordination with, and serve as an attachment to, the RTP update in order to standardize goals and reduce the potential for duplication of work and conflicting recommendations.

The RTP Activities task will also include development of an Active Transportation Plan, which, expands upon the existing Bicycle and Pedestrian Master Plan, and will help define how best to implement a safe and connected pedestrian and bicycle network that will encourage future growth. A refined project prioritization framework was developed through the 2050 RTP process, which will be used in conjunction the Data Collection and Analysis Program to better prioritize future bicycle, pedestrian, and ADA improvements. Additional project suggestions received as part of the Active Transportation Plan outreach efforts will be evaluated for inclusion in the updated RTP.

Under the Transit Planning task, staff will implement recommendations from the Transit Optimization Plans Strategies (TOPS), which has identified opportunities to better serve residents with enhanced mobility options. In addition, the RTC will develop a Transit Oriented Development (TOD) study for the South Virginia Street corridor. This study will envision the future extension of the

Virginia Line Bus Rapid Transit (BRT) service to South Reno and develop the land use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region. The RTC recently completed an update to its Vision Zero Truckee Meadows Action Plan, identifying a High-Injury Network

(HIN), which was used in prioritizing capital projects for funding. Many of these projects are located entirely within underserved areas of the community and will improve mobility for many residents reliant on alternative modes of transportation. In addition, the RTC will develop an Equity Analysis/Strategy to identify other approaches to engaging and supporting underserved communities with transportation investments. This effort will be conducted under the RTP Activities task.

3.0 ENVIRONMENTAL JUSTICE/TITLE VI

Achieving equity and environmental justice in the provision of transportation projects and services is an important goal of the RTP. The RTC strives to serve the transportation needs of all residents in the planning area without discrimination based on age, income, race, language, ethnicity, or ability. RTC complies with the federal policies and requirements listed below:

- Title VI of the Civil Rights Act of 1964: No person in the U.S. shall, on the basis of race, color, or national origin, be excluded from participation in, denied benefits of, or subjected to discrimination under any program receiving federal funding. RTC is required to take steps to ensure that no discrimination on the basis of race occurs. Title VI requires reporting about how transit services are implemented and what measures the RTC is taking to provide equal access to public transportation.
- Americans with Disabilities Act (ADA) of 1990: Requires that disabled persons have equal access to transportation facilities. This includes wheelchair accessible accommodations in the transit system.
- Executive Order on Environmental Justice: Executive Order 12898 requires the identification and assessment of disproportionately high and adverse impacts on minority and low-income populations.

Transportation projects and services are implemented in conformance with the RTC Title VI Report. RTC submits a Title VI Report to the Federal Transit Administration every three years, with the most recent approved by RTC's Board in February 2023. As identified in the report, the following measures are in place to comply with Title VI requirements:

RTC Title VI Policy

The RTC is committed to ensuring that no person is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended.

No person or group of persons will be discriminated against with regard to fares, routing, scheduling, or quality of transportation service that the RTC furnishes on the basis of race, color, or national origin. Frequency of service, age and quality of RTC vehicles assigned to routes, quality of RTC stations serving Washoe County, and location of routes will not be determined on the basis of race, color or national origin.

- Minority, low-income and Limited English Proficiency (LEP) persons are able to provide meaningful input into the planning process through participating in public meetings held in locations near transit routes and where translators and materials are provided in Spanish and English.
- RTC has a complaint procedure in place to investigate and track Title VI concerns.
- RTC submits an annual Title VI Certification and Assurance to the US Department of Transportation.

The 2050 RTP includes a chapter to specifically address promoting equity and environmental justice in regional transportation. This chapter includes an analysis of impacts of RTC projects and services on low income and minority populations and will be refreshed as part of the overall RTP update.

As part of the planning process for all applicable tasks, socioeconomic and environmental data are analyzed. Environmental justice applies to all transportation services and is part of the overall planning process. As the Metropolitan Planning Organization (MPO), the RTC complies with Title VI and addresses environmental justice by:

- Enhancing analytical capabilities to ensure that the RTP and the RTIP comply with Title VI.
- Identifying residential, employment and transportation patterns of low-income and minority populations so that their needs can be identified and addressed and the benefits and burdens of transportation investment can be fairly distributed.
- Evaluating and, where necessary, improving the public involvement processes to eliminate participation barriers and engage minority and low-income populations in transportation decision making.

4.0 TRANSPORTATION PLANNING PRIORITIES FOR FY 2024 – FY 2025

This section describes the priorities of the RTC planning program for the next two years.

4.1 2050 Regional Transportation Plan Guiding Principles & Goals

The RTC Board approved the resolution adopting the 2050 Regional Transportation Plan (RTP) on March 19, 2021 and subsequently received conformity determination from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and the Environmental Protection Agency (EPA). The RTP reflects over eighteen months of community outreach and agency coordination and provides a balanced approach to improving safety, livability and regional connectivity. The plan represents the region's transportation vision and quality of life investments for Safe and Healthy Communities; Economic Prosperity, Equity, and Innovation; Sustainability and Climate Action; and Increased Travel Choices.

The RTP was developed with significant input from community residents and stakeholder agencies. The public participated through in-person planning workshops, online surveys, virtual open houses, and several presentations to local jurisdictions. In addition, area specific outreach was accomplished through both in-person and virtual meetings.

2050 RTP Guiding Principles & Goals

The four guiding principles include promoting:

- Safe and Healthy Communities
- Economic Prosperity, Equity, and Innovation
- Sustainability and Climate Action
- Increased Travel Choices

The ten goals include:

- Improve and Promote Safety
- Integrate All Types of Transportation
- Promote Healthy Communities and Sustainability
- Promote and Foster Equity and Environmental Justice
- Integrate Land Use and Economic Development
- Manage Existing Systems Efficiently
- Enhance Regional Connectivity
- Improve Freight and Goods Movement
- Invest Strategically
- Engage the Public and Encourage Community Involvement

The 2050 RTP establishes the guiding principles and goals for regional transportation planning in Washoe County, as described below. These priorities are implemented through the planning projects in this UPWP.

The UPWP links the long-range guiding principles of the 2050 RTP to performance-based planning and project delivery. For example, the annual reporting of performance targets in the RTP will be conducted, in part, through the data collection and analysis program in the UPWP. The Community Involvement Planning task will allow RTC to continue the collaborative partnerships with other agencies, organizations, and members of the general public that were established or strengthened through the RTP development process. The corridor studies included in the UPWP will facilitate analysis of safety and multimodal transportation issues that are at the core of the guiding principles to provide safe and healthy communities and increase travel choices. The corridor studies allow for an approach that links planning and environmental analysis early in project development. This focus on safety and multimodal transportation planning also adheres to federal legislation (Public Law 117-58 §11206) that requires MPOs to use 2.5% of their State Planning and Research funds to carry out activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities.

The FY 2024 – FY 2025 UPWP will develop the updated RTP throughout the two-year program. The RTC will also conduct several planning initiatives that support the RTP. In addition to the Active Transportation Plan, mentioned previously, staff will implement a regional travel characteristics study, and conduct a travel demand model calibration using data collected in the regional travel characteristics study. An emphasis on regional safety is also a significant component of the RTP, while RTC staff continues to partner with groups such as Vision Zero Truckee Meadows.

4.2 Public Participation

Public and agency coordination is the cornerstone of the transportation planning process. The Public Participation Plan was updated in FY 2022 and the RTC will continue to monitor its implementation. Although it refined the RTP and RTIP amendment processes, streamlining timelines for less significant changes to these documents, the update also emphasized the use of virtual and social media outreach platforms. The list of social media and other outreach tools was expanded, and the RTC plans to track the level of success of these methods to ensure desired levels of participation are attained.

The Public Participation Plan ensures that residents are given the opportunity to be part of the planning efforts that will shape their communities in the future. The plan describes a proactive process for engagement with the RTC, and addresses complete information, timely public notice, full public access to key decisions, and support of early and continuous involvement of the public in developing regional plans and programs. The purpose of the Public Participation Plan is to increase community awareness and participation while broadening the range of voices and views in the planning process. The plan outlines strategies for increasing public outreach and involvement in the planning process. RTC uses a wide range of public participation approaches, including community planning workshops, roundtable discussions, open house meetings, websites, social media, surveys, and print and broadcast media.

4.3 Performance-Based Planning

The 2050 RTP identified performance measures that are consistent with the national priorities included in MAP-21. The performance measures are being tracked and analyzed by RTC, as well as being reported to NDOT for their use in carrying out the requirements of the national performance management program. The information from this analysis will be used in future updates to the RTP as projects are evaluated. Performance measures are linked to the congestion management process (CMP), which considers safety, alternative mode priorities, operations, and travel delay in project selection and prioritization. The performance management program and CMP will be used to analyze any potential changes that could be made through the RTP process.

As national and state performance targets are developed or refined, RTC will update the regional performance targets as necessary. RTC is actively participating with NDOT and other Nevada MPOs as targets for the performance measures are being established or updated. The performance measures, established under separate Performance Management Final Rules, are identified in the 2050 RTP, updated with more recent amendments to the RTIP, and provided in the tables below.

**Table 2
National PM1 Performance Measures**

RTP Goal	Performance Measures	Performance Target	2019 Performance Measure Status	2021 Performance Target Status
Improve Safety	Number of fatal crashes (5-year average)	8% annual reduction from previous year trend line (43 for year 2019)	42	Met 2019 goal and working towards aspirational goal of Zero Fatalities
	Number of fatal crashes per 100 million VMT (5-year average)	1.12 for year 2019 based on fatal crashes target	1.09	Met 2019 goal and working towards aspirational goal of Zero Fatalities
	Number of serious injury crashes (5-year average)	Maintain existing decreasing trend (139 for year 2019)	139	Met 2019 goal and working towards aspirational goal of Zero Fatalities
	Number of serious injury crashes per 100 million VMT (5-year average)	3.68 based on serious injury crashes target	3.62	Met 2019 goal and working towards aspirational goal of Zero Fatalities
	Number of non-motorized fatalities (5-year average)	8% annual reduction from previous year trend line (14 for year 2019)	14	Met 2019 goal and working towards aspirational goal of Zero Fatalities
	Number of non-motorized serious injuries (5-year average)	Maintain existing decreasing trend (27 in 2019)	29	Met 2019 goal and working towards aspirational goal of Zero Fatalities

**Table 3
National PM2 Performance Measures**

Performance Measures	Baseline	2-Year Condition/Performance	2-Year Target	4-Year Target
Percentage of Pavements of the Interstate System in Good Condition		81.8%		74.7%
Percentage of Pavements of the Interstate System in Poor Condition		0.3%		1.4%
Percentage of Pavements of the Non-Interstate NHS in Good Condition	79.4%	77.6%	67.6%	55.8%
Percentage of Pavements of the Non-Interstate NHS in Poor Condition	4.7%	4.1%	5.7%	6.5%
Percentage of NHS Bridges Classified as in Good Condition	42.2%	42.9%	35.0%	35.0%
Percentage of NHS Bridges Classified as in Poor Condition	0.5%	0.9%	7.0%	7.0%

Note: in Table 3, the statewide budget for fiscal years 2018 and 2019 was much higher than anticipated after the 2-year targets were established. Therefore, the increase in spending led to better than expected 2-year pavement and bridge condition. The 4-year targets, which were established at the same time as the 2-year targets, have not been revised; but it is estimated that the 4-year pavement and bridge condition will exceed the targets.

**Table 4
National PM3 Performance Measures (System Performance/Freight)**

RTP Goal	Performance Measures	Performance Target	2021 Performance Measure Status	2021 Performance Target Status
Congestion Reduction	Percentage of person-miles traveled that are reliable on the Interstate System	90%	95.10%	Met goal
	Percentage of person-miles traveled that are reliable on the Non-Interstate National Highway System (NHS)	75%	82.60%	Met goal
	Truck Travel Time Reliability (TTTR) Index"	1.5	1.29	Met goal

**Table 5
National PM3 Performance Measures (CMAQ)**

Performance Measure (CMAQ-funded projects)	Progress Achievement October 2017 – September 2021
Total emission reduction of NOx	62.655 kg/day
Total emission reduction of VOC	106.260 kg/day
Total emission reduction of PM ₁₀	0.523 kg/day
Total emission reduction of CO	846.749 kg/day

4.4 Regional Transportation Improvement Program

The short-range planning document, the Regional Transportation Improvement Program (RTIP), represents the first five years of the current RTP. The document is developed in draft form by RTC staff based upon joint work by RTC staff and staff representatives of the local government agencies. RTC’s advisory committees then review the document and the RTC Board adopts it through a public hearing process following a 21-day public comment period. The RTC and NDOT work together to develop, analyze, and coordinate projects included in the RTIP and Statewide Transportation Improvement Program (STIP). The most recent project listing is available for the public to review through the electronic STIP (eSTIP) at <https://estip.nevadadot.com/default.asp>.

4.5 Air Quality

One of the requirements for both the RTP and RTIP is that they conform to all applicable State Implementation Plans (SIPs) and the Clean Air Act (CAA). Should the need arise to amend either document, staff will work with the Air Quality Interagency Consultation Workgroup to ensure conformity on any proposed amendments if applicable.

The RTC also partners with the Washoe County Health District in community outreach and education programs to promote public health through active transportation, including Nevada Moves Day, the annual Washoe County Healthy Community Forum, and Bike to Work/School Month.

5.0 WORK ELEMENTS AND TASK DESCRIPTIONS

This section describes the six major elements and the tasks within those elements. Except as otherwise noted the RTC is the administrator of each of the tasks.

WORK ELEMENT: 1.0 ADMINISTRATION

PREVIOUS AND ONGOING WORK

The tasks in this work element cover activities related to the overall administration of RTC's transportation planning program. All tasks are annual or ongoing activities undertaken to maintain compliance with federal/state regulations, organize and manage Planning Department activities and improve staff skills.

This element also funds the reproduction and distribution of the many required planning documents including the RTIP, RTP, UPWP, Public Participation Plan, and other documents mandated by IJJA. In addition, this work element funds the continuing, comprehensive, and cooperative planning and public involvement process required by IJJA, including publication of public notices and providing support to the RTC advisory committees.

RTC continues to work in coordination with local governments and state and federal transportation agencies to implement and accomplish planning programs. This occurs through the monthly meeting and review of the Technical Advisory Committee (TAC); monthly Planning Executive Group (PEG) and sub-group meetings with NDOT, FHWA, and the other Nevada MPOs; RTC staff participation with the TPAC; the Truckee Meadows Regional Planning Agency (TMRPA); technical advisory groups for specific projects and studies; and many other committees and groups.

TASKS

1.1 Administration/Continuing Planning

Task Elements

Perform general administrative functions concerning the transportation planning program including preparation of administrative reports, analyses, budgets, goals and objectives, correspondence, documents, memos, etc. Also includes the time and materials used for the advertising, preparation and conducting of the public involvement activities including all RTC advisory committees and their subcommittees, the RTP Agency Working Group and any special committees convened to address regional transportation issues and other public meeting/involvement activities. Provide dues, subscriptions and professional memberships to organizations as appropriate.

Expected Products

- Monthly agendas for advisory committees and general administrative functions
- Miscellaneous reports, analyses, correspondence and memoranda

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$621,604
	Local	<u>\$32,716</u>
	TOTAL	\$654,320

1.2 Unified Planning Work Program

Task Elements

Prepare and process the quarterly reports for the FY 2024 – FY 2025 Unified Planning Work Program (UPWP) as well as year-end reports. Prepare and submit any necessary amendments to the UPWP. Prepare and adopt the FY 2026 – FY 2027 UPWP in cooperation with local, state and federal agencies.

Expected Products

- FY 2024 – FY 2025 UPWP quarterly and annual reports
- Amendments to the FY 2024 – FY 2025 UPWP as necessary
- An adopted FY 2026 – FY 2027 UPWP

Completion Date: June 2025 as well as ongoing task

Funding:	Federal PL Funds	\$15,540
	Local	<u>\$818</u>
	TOTAL	\$16,358

1.3 MPO Certification

Task Elements

This task includes preparing and maintaining documentation of all planning activities carried out by RTC for MPO certification by the Secretary of the U.S. Department of Transportation (USDOT) pursuant to MAP-21 and IJJA requirements. The last certification review was completed in January 2020, and the next review is anticipated in the fall of 2023.

Expected Products

- Support for MPO certification

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$27,196
	Local	<u>\$1,431</u>
	TOTAL	\$28,627

1.4 Statewide Planning

Task Elements

Participate in the statewide transportation planning process including attendance and participation in the TPAC, PEG, and other project advisory committees, coordination on planning studies and data sharing efforts, involvement in the project selection process, input on safety improvements and other applicable activities.

Expected Products

Coordinated state planning process and documents

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$58,276
	Local	<u>\$3,067</u>
	TOTAL	\$61,343

1.5 Training

Task Elements

Facilitate and attend training courses and webinars related to multimodal transportation planning and safety as appropriate, including training on specific planning tools and programs such as TransCAD, GIS, etc. Maintain in-house library of transportation planning publications and other materials for use by RTC and local agency staff.

Expected Products

- Increased staff skill and knowledge levels
- Organized, up-to-date and functional library

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$155,401
	Local	<u>\$8,179</u>
	TOTAL	\$163,580

WORK ELEMENT: 2.0 DEVELOPMENT REVIEW

PREVIOUS AND ONGOING WORK

The Cities of Reno and Sparks and Washoe County solicit comments from RTC on all major residential, commercial, industrial and other proposed developments, particularly those of regional significance. RTC provides comments on the anticipated traffic impacts associated with the development and the need to provide right-of-way and improvements to serve all

modes of travel per the RTIP and RTP. The information generated by this review process serves as an important input to the transportation planning process.

One of the most important products of the development review task is the identification of development impacts to long-range transportation improvements contained in the RTP. In particular, the development review process has identified right-of-way needs and allowed for corridor protection through building setbacks, project redesign and advance right-of-way acquisition, when appropriate. This process also allows RTC to identify and request accommodations for transit services and provide information on trip reduction opportunities where applicable.

TASKS

2.1 RTC Development Review and Meeting Attendance

Task Elements

Perform reviews of proposed developments to determine transportation impacts, recommend mitigation measures and comment to public agencies in a timely fashion. Represent RTC as the MPO at development-related meetings and provide supporting information to local commissions, boards, planning staffs and consultants regarding RTC comments.

Maintain a development review database containing information on project location, land-use, trip generation and RTC comments. Document the consistency of the population and employment impacts of approved projects in future year forecasts.

Expected Products

- Letters to the local jurisdictions containing RTC comments on proposed developments as necessary
- Current and continuously updated and accurate database for approved development

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$34,966
	Local	\$1,840
	TOTAL	\$36,806

WORK ELEMENT: 3.0 ACTIVE TRANSPORTATION PLANNING AND PROGRAMMING

PREVIOUS AND ONGOING WORK

This work element encompasses RTC's multimodal planning and programming activities. During the FY 2022 – FY 2023 timeframe, the major activities under this task included an update to the Public Participation Plan, amendments to the FFY 2021 – 2025 RTIP and 2050 RTP, and an update to the Vision Zero Truckee Meadows Action Plan. In addition, the Electric

and Alternative Fuel Vehicle Infrastructure and Advance Mobility Plan and the Verdi Area Multimodal Transportation Study were completed.

TASKS

3.1 Regional Transportation Improvement Program (RTIP)

Task Elements

Develop an update resulting in adoption of the FFY 2023-2027 RTIP. Include new transportation projects within the urbanized area funded with RTC, state or federal funds and prepare and complete all necessary amendments and administrative modifications.

Expected Products

- FFY 2023-2027 RTIP
- Amendments and modifications to the RTIP as needed
- Initial development of the FFY 2025-2029 RTIP toward the end of the two-year UPWP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$27,196
	Local	<u>\$1,431</u>
	TOTAL	\$28,627

3.4 Regional Transportation Plan (RTP) Activities

Task Elements

The 2050 RTP was adopted by the RTC Board on March 19, 2020. This task will include development of an update to the RTP and will use tools such as scenario planning to inform project and policy decisions. It is anticipated that the updated RTP will be adopted toward the end of the two-year program. As part of the update, an Equity Analysis/Strategy to identify approaches to engaging and supporting underserved communities with transportation investments will be included.

This task also includes completion of the Active Transportation Plan. The Active Transportation Plan will evaluate best practices for development of bicycle and pedestrian infrastructure within the context of different land use and traffic patterns and will offer recommendations on how to encourage active transportation as a mobility option for all users, thereby establishing a safe and connected network. These concepts and recommendations will be carried forward in the updated RTP.

Expected Products

- RTP update, including Equity Analysis/Strategy
- Completed Active Transportation Plan
- Regional travel characteristics study

- Updated travel demand model
- Analysis and deliverables on applicable requests

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$917,453
	Local	<u>\$48,287</u>
	TOTAL	\$965,740

3.5 Congestion Management Process

Task Elements

An updated congestion management process will be developed to reflect the guiding principles, goals, and project prioritization framework in the updated RTP. This process will include analysis of several factors as input to the CMP. The CMP will be used to evaluate new projects that are suggested for incorporation into the RTP.

Expected Products

CMP evaluation of proposed projects for the updated RTP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$7,770
	Local	<u>\$409</u>
	TOTAL	\$8,179

3.10 Public Participation Plan Development/Update

Task Elements

The Public Participation Plan should be periodically reviewed to reflect changes in federal legislation, current outreach procedures, and changes to the structure of RTC advisory committees. This is an ongoing task to ensure that the public participation plan is in compliance with federal regulations and that the agency is making the best use of all the available methods to engage the public in the planning process.

Expected Products

Maintenance of the Public Participation Plan

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$7,770
	Local	<u>\$409</u>
	TOTAL	\$8,179

3.11 Community Involvement Planning

Task Elements

RTC will continue to build on the community outreach activities including those related to planning studies, visioning, and other regional transportation planning issues. This task includes development of outreach and presentation materials. The RTC is also a participant in the Vision Zero Truckee Meadows Task Force and will continue to help facilitate data sharing and outreach to support the goals of this community partnership.

Expected Products

Outreach activities

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$77,701
	Local	<u>\$4,090</u>
	TOTAL	\$81,791

3.13 Corridor and Area Planning

Task Elements

It is anticipated that only one major corridor study will be undertaken as part of this UPWP. However, activities for the FY 2024 – FY 2025 UPWP also include any special planning analyses/corridor studies to further overall regional goals and objectives as needed.

Following completion of the Statewide Freight Plan developed by NDOT, the RTC will conduct a more detailed study of the freight network, goods movement, and needs assessment for the Reno-Sparks area. This study will examine potential policy and infrastructure improvements to better facilitate the movement of goods throughout the region.

Expected Products

- Regional Freight Study
- Various special planning analyses/corridor studies as needed

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$220,201
	Local	<u>\$11,590</u>
	TOTAL	\$231,791

WORK ELEMENT: 4.0 STREET AND HIGHWAY PLANNING

PREVIOUS AND ONGOING WORK

The Regional Transportation Plan provides the basis for future development of Washoe County's transportation system. Major activities during the previous UPWP included:

- An updated and upgraded TransCAD regional travel demand model, including streamlined conversion of data for use in air quality modeling.
- Regional travel characteristics study.
- Identification of long-term trends and post-project implementation performance through the Data Collection and Analysis program.
- Continued development of RTC's Geographic Information System (GIS) capability, including the production of several online interactive maps and enhanced safety data.
- Continued coordination of traffic counts and forecasts as needed to support RTC, NDOT and local government activities.

TASKS

4.1 Regional Road Impact Fee (RRIF) Activities

Task Elements

Conduct planning work, as the MPO, associated with the update and maintenance of the RRIF program in cooperation with local government agencies and the RRIF Technical Advisory Committee. Tasks will include planning work necessary to update socioeconomic data, provide travel forecasts, and evaluate capacity improvement solutions.

Expected Products

- Continued review of the RRIF
- Continuous update of socioeconomic data and provision of travel forecasts

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$15,540
	Local	<u>\$818</u>
	TOTAL	\$16,358

4.2 Geographic Information System (GIS) Management

Task Elements

Maintain and continue to refine network files, traffic analysis zone structures and other GIS files necessary to support a variety of RTC planning needs. Frequent analysis of socioeconomic, transportation, safety, land use, and environmental data as part of the planning process, including analysis of 2020 Census data. Analyses will be conducted for planning-level alternatives developed for long-range and/or corridor studies. Products such

as interactive mapping will be developed to provide transparent and up-to-date project information to the public.

Expected Products

GIS products adequate to support ongoing RTC planning activities

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$116,551
	Local	<u>\$6,134</u>
	TOTAL	\$122,685

4.3 Traffic Forecasting

Task Elements

Provide traffic forecasts as requested at system and corridor level for the RTIP, RTP and other planning projects to further overall regional goals and objectives. Respond to travel forecast requests from NDOT, regional and local governments, and the public that are at a planning level analysis and not otherwise identified as part of regional or corridor analyses.

Expected Products:

Traffic forecasts and projections as requested

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$11,656
	Local	<u>\$613</u>
	TOTAL	\$12,269

4.18 RTC Traffic Model Upgrade

Task Elements

The travel demand model will continue to be refined based on data collection and calibration efforts as well as necessary software requirements. The RTC integrates land use data for the region into the travel demand forecasting model that assists in the identification of current and future transportation needs through the shared work program with the Truckee Meadows Regional Planning Agency (TMRPA). RTC will collaborate with TMRPA in the development of the 2024 Consensus Forecasts, which will inform the travel demand model. A regional travel characteristics study will be conducted to capture changes in travel behavior and provide data for the travel demand model development. The travel demand model will be recalibrated based on the regional travel characteristics study to build a more robust and comprehensive model.

Expected Products

- Data and study report from the travel characteristics study
- Recalibrated model based on the regional travel characteristics study
- Continued refinement of the travel demand model
- Integration of the disaggregated 2024 Consensus Forecasts into the travel demand model

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$1,233,241
	Local	<u>\$64,907</u>
	TOTAL	\$1,298,148

4.27 Truckee Meadows Regional Planning Agency (TMRPA) Shared Services

Task Elements

This task will provide shared staff resources and expertise between the RTC and TMRPA for MPO activities. The core areas of this shared program delivery under the UPWP include GIS analysis, data collection, online data access, and development of the 2024 Consensus Forecasts. TMRPA will also work with RTC to forecast the traffic impacts of various development scenarios.

Expected Products

Expected products will include shared GIS data resources, collaborative public outreach materials and events, and analytical staff reports on various planning topics.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$143,790
	Local	<u>\$7,568</u>
	TOTAL	\$151,358

4.31 Data Collection and Analysis Program

Task Elements

This task includes data collection related to safety, regional bicycle and pedestrian counts, traffic calming treatments, and other transportation infrastructure data as needed. Analysis of mode share by auto, transit, bicycle, and pedestrian will be conducted. This program will support monitoring of transportation performance measures included in the RTP. In addition, this data will be used to assist with prioritization of future multimodal infrastructure investment.

Expected Products

Creation and maintenance of GIS data, updated multimodal count database, and analysis for the performance measures identified in the annual report. Prioritization of active transportation improvements.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$231,233
	Local	<u>\$12,170</u>
	TOTAL	\$243,403

WORK ELEMENT: 5.0 PUBLIC TRANSPORTATION

PREVIOUS AND ONGOING WORK

The Transit Optimization Plan Strategies (TOPS) was developed to produce a thorough review and evaluation of the effectiveness and efficiency of current transit routes, schedules and service standards, and a five-year capital and operating plan, including any new service recommendations. The Coordinated Human Services Transportation Plan (CTP) will be updated, likely in coordination with the updated RTP. This plan is required by the FTA for activities to be funded by the Section 5310 program, and addresses means to maximize the use of existing resources and increase the efficiency of transportation service delivery among various agencies and organizations through the private, non-profit, and public sectors. Continued analysis of transit route performance will also occur throughout this UPWP cycle to maximize system efficiency.

Additionally, completion of the South Virginia Street Transit Oriented Development Study is anticipated early in the FY 2024 – FY 2025 UPWP cycle. Following the projected schedule, this would mean completion of final outreach activities (public workshop and project technical advisory committee meeting) and finalization of recommendations ahead of presentation of the completed study to the RTC Board.

TASKS

5.2 Transit Planning

Task Elements

This task will include transit planning related to bus route analysis and modifications, bus stop facilities and amenities, bus maintenance facilities, transit fleet monitoring and implementation of new technology, and monitoring of transit performance measures.

The RTC received a Federal Transit Administration (FTA) Transit-Oriented Development (TOD) Planning grant award to fund a planning study to support the proposed extension of the Virginia Line Bus RAPID Transit (BRT) route. The resulting South Virginia Street TOD Study is underway and will be finalized, providing a vision for the corridor and tools for local jurisdictions to utilize in guiding development, as the RTC plans the BRT extension. The City of Reno will continue to be an active partner in this study, which is also utilizing consultant services.

The RTC will continue to monitor and update the Transit Asset Management (TAM) Plan as needs and priorities change. TAM plans are required of all agencies that own, operate, or manage capital assets used to provide public transportation and receive federal financial assistance.

Additionally, the RTC will continue to implement recommendations from the Transit Optimization Plan Strategies (TOPS), formerly known as the RTC Short Range Transit Plan (SRTP). Proposed changes to the fixed-route system will address potential impacts on the ADA paratransit system and compliance with Title VI, Limited English Proficiency (LEP) and Environmental Justice (EJ) requirements and regulations. Expansion and reconfiguration of FlexRIDE services will add new sections of the Truckee Meadows to RTC's service area and will provide on-demand transportation for individuals of all abilities.

Expected Products

- Monthly transit system operations reports and sections of the annual report related to performance measures
- Completion of the South Virginia Street TOD Study

Completion Date: Ongoing task

Funding:	Federal PL Funds/ FTA TOD Planning	\$274,966
	Local	\$61,840
	TOTAL	\$336,807

WORK ELEMENT: 6.0 AIR QUALITY PLANNING

PREVIOUS AND ONGOING WORK

During the previous UPWP, the RTC continued participation in the air quality interagency consultation group comprised of various agencies including Washoe County Health District — Air Quality Management Division (WCHD-AQMD) and the Nevada Department of Environmental Protection (NDEP) in order to meet the Transportation Conformity requirements for the 2050 RTP. Staff will continue to participate in planning activities that seek to improve Washoe County's attainment/maintenance status for PM₁₀ and CO criteria air pollutants.

TASKS

6.1 Air Quality Modeling/Analysis

Task Elements

Perform transportation monitoring and analysis required as part of the Washoe County Transportation Conformity Plan. This task will include, as needed, analysis of alternate base years and mobile source measures proposed for inclusion in local air quality plans.

Continue to attend meetings and monitor activities of the WCHD-AQMD and other organizations dealing with air quality issues. The interagency consultation group meets on a quarterly basis.

Expected Products

- Continued participation in the conformity process established in the Washoe County Transportation Conformity Plan
- Air quality analysis as needed under the current RTP.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$15,540
	Local	<u>\$818</u>
	TOTAL	\$16,358

6.2 CMAQ Planning

Task Elements

Continue to conduct planning-level emission reduction calculations and cost benefit analyses for CMAQ projects. Prepare the annual CMAQ report which is used as the basis for reporting performance targets under the MAP-21 national performance management program.

Expected Products

- CMAQ planning-level emission reduction calculations and cost benefit analysis
- Annual CMAQ report and updated performance targets

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$11,656
	Local	<u>\$613</u>
	TOTAL	\$12,269

6.3 RTIP/RTP Conformity Analyses

Task Elements

Prepare updated conformity analyses of RTC plans and programs as required to comply with Clean Air Act mandates and guidelines. Conformity analyses will encompass the non-attainment or maintenance area appropriate for each criteria air pollutant.

Expected Products

Continue to perform conformity analyses, as needed, for the RTP and the RTIP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$3,886
	Local	<u>\$205</u>
	TOTAL	\$4,090

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**TABLE 6
FY 2024-2025 UNIFIED PLANNING WORK PROGRAM**

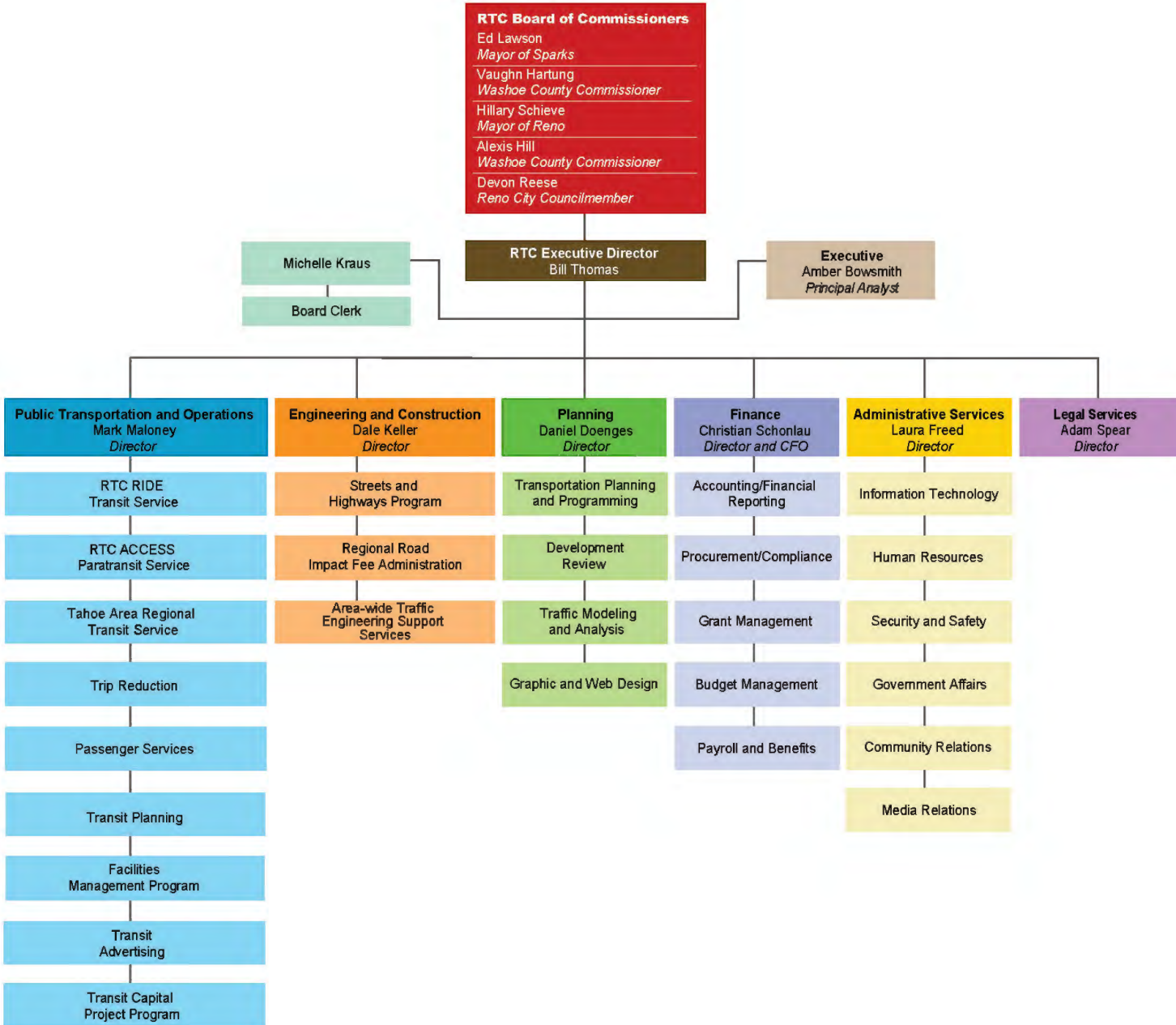
Totals may vary slightly due to rounding

WORK ELEMENT	TASK	STAFF HOURS	% HOURS	COSTS			FUNDING SOURCES						
				STAFF	CONSULT	TOTAL	Federal PL FUNDS	Local MATCH*	RTC Fuel TAX	RTC Sales TAX	TOTAL LOCAL	TOTAL	
1.0	ADMINISTRATION												
	1.1 Administration/Continuing Planning	8,000	32.5%	\$654,320	\$0	\$654,320	\$621,604	\$32,716	\$32,716	\$0	\$32,716	\$654,320	\$654,320
	1.2 Unified Planning Work Program	200	0.8%	\$16,358	\$0	\$16,358	\$15,540	\$818	\$818	\$0	\$818	\$16,358	\$16,358
	1.3 MPO Certification	350	1.4%	\$28,627	\$0	\$28,627	\$27,196	\$1,431	\$1,431	\$0	\$1,431	\$28,627	\$28,627
	1.4 Statewide Planning	750	3.0%	\$61,343	\$0	\$61,343	\$58,276	\$3,067	\$3,067	\$0	\$3,067	\$61,343	\$61,343
	1.5 Training	2,000	8.1%	\$163,580	\$0	\$163,580	\$155,401	\$8,179	\$8,179	\$0	\$8,179	\$163,580	\$163,580
	Subtotal:	11,300	45.9%	\$924,228	\$0	\$924,228	\$878,017	\$46,211	\$46,211	\$0	\$46,211	\$924,228	\$924,228
2.0	DEVELOPMENT REVIEW												
	2.1 RTC Development Review & Meeting Attendance	450	1.8%	\$36,806	\$0	\$36,806	\$34,966	\$1,840	\$1,840	\$0	\$1,840	\$36,806	\$36,806
	Subtotal:	450	1.8%	\$36,806	\$0	\$36,806	\$34,966	\$1,840	\$1,840	\$0	\$1,840	\$36,806	\$36,806
3.0	MULTI-MODAL PLANNING & PROGRAMMING												
	3.1 Regional Transportation Improvement Program	350	1.4%	\$28,627	\$0	\$28,627	\$27,196	\$1,431	\$1,431	\$0	\$1,431	\$28,627	\$28,627
	3.4 Regional Transportation Plan (RTP) Activities	6,000	24.4%	\$490,740	\$475,000	\$965,740	\$917,453	\$48,287	\$48,287	\$0	\$48,287	\$965,740	\$965,740
	3.5 Congestion Management Process	100	0.4%	\$8,179	\$0	\$8,179	\$7,770	\$409	\$409	\$0	\$409	\$8,179	\$8,179
	3.10 Public Participation Plan Development	100	0.4%	\$8,179	\$0	\$8,179	\$7,770	\$409	\$409	\$0	\$409	\$8,179	\$8,179
	3.11 Community Involvement Planning	1,000	4.1%	\$81,790	\$0	\$81,790	\$77,701	\$4,090	\$4,090	\$0	\$4,090	\$81,791	\$81,791
	3.13 Corridor and Area Planning	1,000	4.1%	\$81,790	\$150,000	\$231,790	\$220,201	\$11,590	\$11,590	\$0	\$11,590	\$231,791	\$231,791
	Subtotal:	8,550	34.7%	\$699,305	\$625,000	\$1,324,305	\$1,258,090	\$66,216	\$66,216	\$0	\$66,216	\$1,324,306	\$1,324,306
4.0	STREET AND HIGHWAY PLANNING												
	4.1 Regional Road Impact Fee Activities	200	0.8%	\$16,358	\$0	\$16,358	\$15,540	\$818	\$818	\$0	\$818	\$16,358	\$16,358
	4.2 Geographic Information System (GIS) Mgt.	1,500	6.1%	\$122,685	\$0	\$122,685	\$116,551	\$6,134	\$6,134	\$0	\$6,134	\$122,685	\$122,685
	4.3 Traffic Forecasting	150	0.6%	\$12,269	\$0	\$12,269	\$11,656	\$613	\$613	\$0	\$613	\$12,269	\$12,269
	4.18 RTC Traffic Model Upgrade/Conversion to TransCAD	1,200	4.9%	\$98,148	\$1,200,000	\$1,298,148	\$1,233,241	\$64,907	\$64,907	\$0	\$64,907	\$1,298,148	\$1,298,148
	4.27 TMRPA Shared Services	200	0.8%	\$16,358	\$135,000	\$151,358	\$143,790	\$7,568	\$7,568	\$0	\$7,568	\$151,358	\$151,358
	4.31 Data Collection and Analysis Program	225	0.9%	\$18,403	\$225,000	\$243,403	\$231,233	\$12,170	\$12,170	\$0	\$12,170	\$243,403	\$243,403
	Subtotal:	3,475	14.1%	\$284,221	\$1,560,000	\$1,844,221	\$1,752,010	\$92,210	\$92,210	\$0	\$92,210	\$1,844,220	\$1,844,220
5.0	PUBLIC TRANSPORTATION												
	5.2 Transit Planning^	450	1.8%	\$36,806	\$300,000	\$336,806	\$274,966	\$61,840	\$0	\$61,840	\$61,840	\$336,807	\$336,807
	Subtotal:	450	1.8%	\$36,806	\$300,000	\$336,806	\$274,966	\$61,840	\$0	\$61,840	\$61,840	\$336,807	\$336,807
6.0	AIR QUALITY PLANNING												
	6.1 Air Quality Modeling/Analysis	200	0.8%	\$16,358	\$0	\$16,358	\$15,540	\$818	\$818	\$0	\$818	\$16,358	\$16,358
	6.2 CMAQ Planning	150	0.6%	\$12,269	\$0	\$12,269	\$11,656	\$613	\$613	\$0	\$613	\$12,269	\$12,269
	6.3 RTIP/RTP Conformity Analysis	50	0.2%	\$4,090	\$0	\$4,090	\$3,886	\$205	\$205	\$0	\$205	\$4,090	\$4,090
	Subtotal:	400	1.6%	\$32,717	\$0	\$32,717	\$31,081	\$1,636	\$1,636	\$0	\$1,636	\$32,717	\$32,717
FY 2024-2025 Anticipated Funding \$4,500,000													
Totals		24,625	100%	\$2,014,083	\$2,485,000	\$4,499,083	\$4,229,129	\$269,953	\$208,113	\$61,840	\$269,953	\$4,499,082	\$4,499,082

*Local match is either RTC fuel tax or sales tax funds

^Transit Planning task utilizes both PL funds and FTA TOD Planning funds

2023 RTC Organizational Chart



APPENDIX A REGIONAL TRANSPORTATION COMMISSION ORGANIZATIONAL CHART

APPENDIX B

NDOT/RTC Roles and Responsibilities

The purpose of this statement is to outline the roles and responsibilities of the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission of Washoe County (RTCWC), as required by 23 CFR Sec.450.314 and is incorporated in the Unified Planning Work Program per 23 CFR 450.314.

I. General Roles & Responsibilities

RTCWC will perform the transportation planning process for Washoe County and develop procedures to coordinate transportation planning activities in accordance with applicable federal regulations and guidance.

The transportation process will, at a minimum, consist of:

- A. Development of an annual Unified Planning Work Program (UPWP) that lists and describes all transportation planning studies and tasks to be completed during the year.
- B. Development and update of a long range, multi-modal metropolitan transportation plan, known as the Regional Transportation Plan (RTP).
- C. Development and maintenance of a short-range transportation improvement program (TIP).
- D. Financial planning to ensure plans and programs are fiscally constrained within anticipated funding levels.
- E. Development of planning studies and system performance monitoring, including highway corridor and intersection studies, transit system studies, application of advanced computer techniques, and transportation data collection and archiving.
- F. Public outreach to the community throughout the transportation planning process, including the electronic dissemination of reports and supporting information on the RTCWC's website, and consideration of public comments. Public outreach activities should take into account the needs of persons with limited proficiency in English.
- G. Ensuring low income or minority populations, including the elderly and persons with disabilities are not significantly or disproportionately impacted.
- H. Development and implementation of a Congestion Management Process as appropriate.
- I. Ensuring plans, projects and programs are consistent with and conform to air quality goals of reducing transportation-related emissions and attaining National Ambient Air Quality Standards.

II. The Regional Transportation Plan (RTP)

The RTP will be prepared and compiled through a cooperative process between federal agencies, the Nevada Department of Transportation, RTCWC (including RTCWC in its capacity as the provider of public transportation), the Washoe County Health District-Air Quality Management Division (WCHD-AQMD), and the local city and county governments in the region.

Responsibilities of the Regional Transportation Commission

- A. The RTCWC will be responsible for preparing and developing the Regional Transportation Plan (20-30 year). The RTP will be converted into a format that will allow it to be downloaded from the internet.
- B. The RTCWC may develop an executive summary report for the region that includes the key issues facing the area and identifies priority programs and projects.
- C. The RTCWC will provide opportunities for the public and other interested parties to provide input during the development of the Regional Transportation Plan, in accordance with the Public Participation Plan. The draft of each update to the RTP will be made available for public and agency review and comment. Prior to taking formal action on the Plan or Plan update, the RTCWC Board will be informed of the extent and nature of comments received and the response to such comments.
- D. The RTCWC will, in cooperation with NDOT, develop estimates of future inflation to be used to convert project costs and revenues to a “year of expenditure” basis.
- E. The RTCWC will coordinate with the WCHD-AQMD to assess air quality impacts and conduct the regional emissions assessment of the RTP.
- F. The RTCWC, acting as the transit agency for Washoe County, will ensure the RTP includes information on local bus capital projects that are consistent with the transit capital program. The RTP will also identify future bus needs and services, including new routes, service expansion, vehicle needs, and operating financial needs.
- G. The RTCWC will prepare an estimate of local and regional revenues available for debt service, street and highway routine maintenance and operations, system preservation and highway modernization, facilities, transit and other infrastructure and overhead cost and reserves to be expended on transportation projects in Washoe County over the 20-30 year time frame of the plan.

Responsibilities of the Nevada Department of Transportation

- A. The Nevada Department of Transportation (NDOT) will provide the following information and data in support of developing the RTP:
 1. An estimate of federal funds expected to be available over the 20-30 year time frame of the plan for highway and transit programs. This estimate of funds will be provided at a time mutually agreed upon by the RTCWC and NDOT so that the fiscal limits of the RTP can be determined before project prioritization begins.
 2. A list of projects in Washoe County, developed in cooperation with the RTCWC, to be undertaken by NDOT over the 20-30 year time frame of the plan using Federal program funds reserved in the State for use anywhere in the State. The state’s regionally significant project list will be provided at a time mutually agreed upon by the RTCWC and NDOT so that air quality conformity analysis can be performed at the appropriate time in the course of the RTP’s development.

3. A list of projects in Washoe County for which funds have been earmarked or otherwise designated in federal transportation legislation.
 4. An estimate of state funds expected to be expended on transportation projects in Washoe County over the 20-30 year time frame of the plan. In the interests of public information, and to assist the RTCWC in demonstrating the fiscal feasibility of the Plan, NDOT will also provide information as to how these expenditures relate to the state transportation revenues available after allowing for the cost of maintenance, operations, debt service, administration and other calls on these fund sources.
 5. Traffic count data and other performance indicators for state roads in the Region.
- B. For those federal program funds intended to be distributed between various entities or regions within the State, NDOT will either provide the basis for the allocation between areas as defined by Law, or will work cooperatively with the RTCWC and other jurisdictions to establish mutually agreed formulae for the allocation between areas of such funds for forecasting and financial planning purposes.

NDOT will provide information on projects to be undertaken in Washoe County using transit or other federal program funds allocated to non-urbanized areas of the State, and will consult with the RTCWC on the basis for selecting such projects.

III. Transportation Improvement Program (TIP)

The TIP will be prepared and compiled through a cooperative process between federal agencies, NDOT, the RTCWC (including the RTCWC in its capacity as the provider of public transportation), and the local city and county governments in the region.

Responsibilities of the Regional Transportation Commission

- A. The RTCWC will be responsible for preparing and developing the Transportation Improvement Program (5 year) for the region. The TIP will be converted into a format that will allow it to be downloaded from the internet. The RTCWC will maintain the TIP by tracking changes to projects (schedule, scope and cost) made through the amendments and administrative action process. The TIP will include an estimate of anticipated local funds to be expended on all projects identified in the TIP.
- B. The RTCWC, in consultation with NDOT and local city and county governments, shall develop the list of locally-sponsored transportation projects to be included in the TIP.
 1. In the case of the Congestion Mitigation and Air Quality Program (or successor program of similar intent), the RTCWC shall follow the Transportation Conformity Plan process and consult with the WCHD-AQMD and other agencies as appropriate in the development of the list of projects to be included in the TIP.
 2. In the case of the Transportation Alternatives Program (or successor program of similar intent), the RTCWC shall also consult with all eligible project sponsors in the development of the list of projects to be included in the TIP.
- C. The RTCWC, as the provider of public transportation services, shall develop the list of transit projects to be included in the TIP.

1. In the urbanized area, the RTCWC shall consult with not-for-profit agencies and other providers of specialized transportation and human services, in accordance with the Coordinated Public Transit-Human Services Plan.
 2. For non-urbanized area transit programs, the RTCWC shall consult with NDOT and other providers of transportation services to the non-urbanized parts of the region.
- D. The RTCWC will develop an estimate of anticipated local funds to be expended on transit projects identified in the TIP. In the interests of public information and to assist in demonstrating the fiscal feasibility of the TIP, the RTCWC will also document how these expenditures relate to the local revenues available for transit after allowing for the cost of maintenance, operations, debt service, administration and other calls on these fund sources.
- E. The RTCWC will provide information on proposed TIP amendments and administrative modifications relating to projects sponsored by the RTCWC or local entities. Amendments and administrative modifications will include a project description that provides sufficient detail to explain the proposed changes to the RTCWC board, as well as a justification for the change.

Responsibilities of the Nevada Department of Transportation

- A. NDOT will prepare an initial list of NDOT-sponsored projects to be included in each new TIP. This list will be based on the current TIP and an assessment of which projects will be obligated for funding before the end of the current federal fiscal year.
- B. NDOT will provide information on proposed TIP amendments and modifications relating to projects sponsored by NDOT. Amendments will include a project description that provides sufficient detail to allow the proposed changes to be explained to the RTCWC Board, as well as a justification for the change.
- C. NDOT will provide a list of projects obligated during the federal fiscal year at the end of each program year. The annual list of obligated projects should include both highway and transit projects and should identify the fund source and the amount obligated in accordance with 23 CFR 450.332.
- D. NDOT will provide, for each federal fund source, the revenues available (including both unobligated funds carried forward from prior years and the amount appropriated during the fiscal year), the total amount obligated, any other deductions and the balance of funds remaining at the end of the fiscal year.

IV. Statewide Transportation Improvement Program (STIP)

- A. NDOT will develop a four-year STIP including projects in the areas of each MPO and in the rural regions of the State and will be responsible for securing the approval of the STIP by the United States Department of Transportation.
- B. The TIP, as developed by the RTCWC, will be incorporated into the STIP without change, directly or by reference.
- C. NDOT, in consultation with the RTCWC and the other MPOs in the State, shall develop procedures for the modification and amendment of the STIP. NDOT

shall be responsible for notifying the RTCWC of the effective date of modifications and the approval date of amendments.

V. Public Transportation Planning

- A. The RTCWC, acting as the transit agency for the Region, will ensure the RTP and TIP include all transit projects (both capital and operating) that are funded by Federal program funds.
- B. The RTCWC will consult with NDOT to ensure the RTP and TIP include information on transit projects in the non-urbanized parts of the region that are funded by Federal program funds.
- C. The RTCWC will include in the RTP information on the transit system and will outline the objectives of the RTCWC in respect of the various types and modes of public transportation in the region.

VI. Air Quality Planning

- A. The preparation of a new or revised RTP will be coordinated with the State Air Quality Implementation Plan (SIP) and the transportation demand and system management (TDM/TSM) measures.
- B. In accordance with the Clean Air Act and the U.S. EPA's conformity regulations (40 C.F.R. Part 51), the RTCWC, acting as the MPO, makes an air quality conformity determination on any new or revised RTP prior to Plan approval. Any such new or revised RTP is also provided to the FHWA and the FTA with a request that these federal agencies approve the conformity finding.

VII. Public Participation Program

- A. The RTCWC will develop and maintain a Public Participation Plan that sets out the procedures to include the public and interested parties in the development of the Regional Transportation Plan and Transportation Improvement Program and other parts of the planning process, to seek public input and comment, and to inform decision makers of the extent and nature of comments received and the response to such comments
- B. The RTCWC will review, evaluate, and update its public participation plan at least every four years.
- C. The RTCWC will maintain a list of interested organizations and individuals who will receive notices of MPO plans, programs and projects.
- D. The RTCWC will work to ensure that low-income, minority and transit dependent areas are afforded an adequate opportunity to participate in the transportation planning process, receive a fair share of the transportation improvement benefits and do not endure a disproportionate transportation burden.
- E. The RTCWC will maintain its website to provide clear and concise information on the transportation planning process and provide an opportunity to download reports and documents. This will include developing project and study summaries,

converting reports into a pdf or text format, and maintaining a list of available documents. The website will provide links to other associated organizations and agencies.

VIII. Fiscal/Financial Planning

- A. NDOT will provide the RTCWC with up-to-date fiscal and financial information and projections on the statewide and regional transportation improvement programs to the extent practicable.
- B. This will include anticipated federal funding resources by federal aid category by year for the four years covered by the TIP and by five-yearly intervals for the 20-30 year time frame of the RTP for the inclusion in the TIP and RTP financial charts.
- C. For each federal program for which funds are sub-allocated to Washoe County, NDOT will provide an annual statement identifying:
 - 1. Unobligated funds brought forward from the previous year;
 - 2. Funds appropriated during the year;
 - 3. Fund obligated during the year and any adjustments thereto;
 - 4. Unobligated funds balance.
- D. For each federal transit program for which funds are allocated to Washoe County, the RTCWC will provide an annual statement identifying:
 - 1. Unobligated funds brought forward from the previous year;
 - 2. Funds appropriated during the year;
 - 3. Funds obligated during the year and any adjustments thereto;
 - 4. Unobligated funds balance.
- E. NDOT will notify the RTCWC when the anticipated cost of a project, regardless of funding category, has changed in accordance with the agreed upon TIP/STIP amendment and administrative action process.

IX. Performance Measurement and the Management of Congestion

- A. In developing the RTP and TIP, RTCWC will incorporate the national goals, measures and standards of system performance established under the provisions of MAP-21.
- B. RTCWC will coordinate with NDOT in the establishment of multimodal transportation system performance targets for the region. These will reflect national goals and standards as applied to the circumstances and priorities of the region.
- C. RTCWC will cooperate with NDOT to collect data and conduct system performance monitoring. RTCWC will report on progress towards meeting system performance targets as part of the biennial development of major TIP updates and will assist NDOT as needed in meeting state reporting requirements under MAP-21.
- D. To address the national goal of reducing congestion, RTCWC will gather and analyze data to define the extent and duration of congestion in the region, to identify the causes of congestion and to identify congestion management strategies.
- E. As part of the Congestion Management Process (CMP), the RTCWC will develop implementation activities in coordination with NDOT to address congestion and other performance issues, and will include priority projects in the RTP and TIP.

Amendments to this Document

This Statement on Transportation Planning may be amended from time to time to coincide with annual UPWP approval as jointly deemed necessary or in the best interests of all parties, including Federal transportation agencies.

Effective Date

This Statement will be effective after it has been endorsed by the RTCWC as part of the UPWP, and as soon as that UPWP has been approved by NDOT and the relevant Federal transportation agencies.

No Limitation on Statutory Authority

Nothing contained in this Statement is intended to or shall limit the authority or responsibilities assigned to signatory organizations under Nevada law, federal law, local ordinance, or interlocal agreement.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 5.7

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Legislative Update

RECOMMENDED ACTION

Update, discussion, and potential direction to staff regarding legislative measures and issues being considered during the 82nd (2023) Session of the Nevada Legislature. (For Possible Action)

BACKGROUND AND DISCUSSION

Michael Hillerby of Kaempfer Crowell, Ltd., is RTC's government affairs representative and will present legislative measures and issues that are being considered during the 82nd Session of the Nevada Legislature in order to receive direction from the Board.

FISCAL IMPACT

Funding for this item is included in the approved FY 2023 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 6.1

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 6.2

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report

RECOMMENDED ACTION

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken on this item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 4/21/2023

Agenda Item: 6.3

To: Regional Transportation Commission

From: Tracy Larkin Thomason, Director of NDOT

SUBJECT: NDOT Report

RECOMMENDED ACTION

Monthly verbal updates/messages from Director of NDOT, Tracy Larkin Thomason - no action will be taken on this item.