

Location:



RENO TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 10:00 A.M., Friday, November 17, 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 that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to mkraus@rtcwashoe.com prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (2) 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 the meeting minutes for the 10/20/2023 RTC Board 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 Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.3 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Outreach Activities Report. (For Possible Action)

4.3. Engineering Department

- 4.3.1 Approve Amendment No. 1 to the contract with Westwood Professional Services, Inc., for additional engineering during construction services for the Traffic Signal Modifications 23-01 Project, in the amount of \$124,150, for a new total not-to-exceed amount of \$362,865. (For Possible Action)
- 4.3.2 Approve a contract with Wood Rodgers, Inc., for design and optional construction management services for the Vista Boulevard/Disc Drive Intersection Improvement Project, in an amount not-to-exceed \$413,155. (For Possible Action)
- 4.3.3 Approve a contract with Wood Rodgers, Inc., for design and engineering during construction services related to the 2024 Corrective Maintenance Project on Somerset Parkway, in an amount not-to-exceed \$1,255,800. (For Possible Action)

4.4. Public transportation/Operations Department

- 4.4.1 Approve a contract with Genfare, LLC (GFI) to upgrade RTC's seven (7) ticket vending machines to the latest supported Link2Gov API, in an amount not-to-exceed \$114,225. (For Possible Action)
- 4.4.2 Approve a contract with Celtis Ventures, Inc., for marketing consulting services for RTC TOPS Program, in an amount not-to-exceed \$500,000 for FY2023-2024. (For Possible Action)

4.5. Executive, Administrative and Finance Department

- 4.5.1 Acknowledge receipt of a report regarding quarterly progress on RTC Agency Goals and Strategic Roadmap - FY 2024 (Q1). (For Possible Action)
- 4.5.2 Approve revisions to Chapter 11 (Attendance and Leaves) of the RTC Personnel Rules, pursuant to RTC Personnel Rule 1.3. (For Possible Action)
- 4.5.3 Acknowledge receipt of the Asset Donation Log for the second quarter of calendar year 2022 through the third quarter of calendar year 2023. (For Possible Action)

5. Public Hearing:

- 5.1. Conduct a public hearing regarding approval of Amendment No. 1 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 1 to the FFY 2023-2027 RTIP. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

6. Discussion Items and Presentations:

- 6.1. Quarterly report from Keolis Transit Services, LLC regarding fixed-route operations and maintenance performance measures. (No Action Required)
- 6.2. Presentation on a report from Government Leadership Solutions regarding its evaluation of the RTC's organizational climate. (No Action Required)

7. Reports (Information Only):

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

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

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

10. Adjournment (For Possible Action)

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: 11/17/2023

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 10/20/2023

RECOMMENDED ACTION

Approve the meeting minutes for the 10/20/2023 RTC Board meeting.

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

10:00 A.M.

October 20, 2023

PRESENT:

**Ed Lawson, Mayor of Sparks
Mariluz Garcia, Washoe County Commissioner
Clara Andriola, Washoe County Commissioner (Alternate)
Devon Reese, Reno City Vice Mayor**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Darin Tedford, Deputy Director of NDOT (via Zoom @ 10:10am)**

ABSENT:

**Alexis Hill, Vice Chair, Washoe County Commissioner
Hillary Schieve, Mayor of Reno**

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

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.

Damien Cole, local resident, discussed Micromobility in the downtown Reno and surrounding area and presented a slide show with street graphics and photos.

Amanda Nelson, Transit Operator with Keolis, Reno and Sparks is expanding and our cost of living is skyrocketing and unfortunately wages are not. She discussed expanding transit services in the area and eliminating bus fares to better serve the community. People that don't have vehicles or are unable to drive, miss out on great job opportunities, doctor visits, and the ability to come into town for shopping. We should try to do better for our community.

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

Item 3 APPROVAL OF AGENDA

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

Bill Thomas, Executive Director noted two changes. Item 4.6.2, needs to be pulled from today's action and will be brought back in November. I'm asking Adam Spear to make correction on Item 4.4.7 to ensure that the public record is clear on the action you will be taking today.

Adam Spear, Legal Counsel, the action on Item 4.4.7 is that the not to exceed amount will now be \$304,260. The RTC and contractor negotiated a revision to the contract and the revised version has been presented to you here at the dais, and it has been made available to the public. If it is a Board approved consent item, it will be reflected in the minutes and the record.

Commissioner Reese would like to pull Items 4.3.3, 4.4.3, 4.4.6, 4.4.7. Commissioner Garcia would like to pull Items 4.3.4 and 4.4.1 for discussion.

Chair Lawson Items 4.3.3, 4.3.4, 4.4.1, 4.4.3, 4.4.6, 4.4.7 will be pulled for discussion and Item 4.6.2 will be pulled entirely from this agenda. On motion of Commissioner Andriola to move to approve the remaining consent items, seconded by Commissioner Reese, which motion unanimously carried, Chair Lawson ordered that the remaining consent items for this meeting be approved.

Items 4 CONSENT ITEMS

4.1 Minutes

4.1.1 Approve minutes from 9/15/2023 Board 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 Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

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

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

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

4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

4.3 Planning Department

4.3.1 Approve a new "Statement of Purpose and Procedures" for the Citizen Multimodal Advisory Committee. (For Possible Action)

4.3.2 Approve the appointment of two (2) new members to the Citizens Multimodal Advisory Committee. (For Possible Action)

4.3.3 Approve a contract with Wood Rodgers, Inc., for consulting services on the RTC Regional Transportation Plan Update, in an amount not-to-exceed \$350,010. (For Possible Action)

Commissioner Reese, I pulled Item 4.3.3 because I think there are a couple of important things to highlight for the public. This is the approval of a contract with Wood Rodgers for an update to the RTIP, which occurs by this body every four years. I wanted to commend staff for selecting Wood Rodgers, as they do excellent work, and I'm excited that their name appears here. What I noticed and what was important to me is the commitment that we have made here as an Agency to stakeholder engagement and public involvement. There will be three local agency working group meetings, as well

as three public workshops. This is an example of where I am very pleased to see these meetings being considered at the very front end.

On motion of Commissioner Reese to move to approve Item 4.3.3, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered that Item 4.3.3. be approved.

- 4.3.4 Approve an Interlocal Cooperative Agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, for the Multimodal Traffic Data LiDAR Study and Analysis, in the amount of \$230,000. (For Possible Action)

Commissioner Garcia, I wanted to put on the record that I am employed by the University of Nevada Reno. I have no involvement with UNR staff and have no pecuniary interest in this Interlocal Agreement.

On motion of Commissioner Reese to move to approve Item 4.3.4, seconded by Commissioner Andriola, which motion unanimously carried, Chair Lawson ordered that Item 4.3.4. be approved.

4.4 Engineering Department

- 4.4.1 Approve a contract with Nichols Consulting Engineers, CHTD for professional engineering services for the Sun Valley Boulevard Corridor Improvements Phase 2 Project, in an amount not-to-exceed \$1,231,075. (For Possible Action)

Commissioner Garcia, I wanted to take a moment to give a nod to this item. Sun Valley is a growing and thriving community and it is very busy. Route 5 going from Sutro to Sun Valley is incredibly used and utilized by the constituents in Reno and Sun Valley. I wanted to thank those involved in the 2015 Sun Valley Boulevard Corridor Study. I am very excited to see the design improvements made for pedestrians, cyclists and also to the landscaping and lighting and all of the improvements on this.

On motion of Commissioner Andriola to move to approve Item 4.4.1, seconded by Commissioner Reese, which motion unanimously carried, Chair Lawson ordered that Item 4.4.1 be approved.

- 4.4.2 Approve a contract with Lumos and Associates, Inc., for professional engineering services for the Arrowcreek Parkway and Wedge Parkway Rehabilitation Project, in an amount not-to-exceed \$885,020. (For Possible Action)
- 4.4.3 Authorize the Executive Director to negotiate the terms and conditions of the following agreements related to RTC property acquired as part of a planned US 395/Clear Acre/Sutro Interchange Improvement Project (APNs: 004-061-20, 004-061-22, 004-061-26, 004-061-28, 004-082-18, 035-033-02): (1) a property exchange agreement with the Truckee Meadows Water Authority (TMWA) whereby TMWA will acquire a portion of the RTC property for a water tank site and facilities project, and RTC will acquire a TMWA parcel located at 9675 Western Skies Drive (APN: 140-051-23) for a planned roadway project; and (2) a purchase and sale agreement with the City of Reno for the sale of the remaining RTC property to the City of Reno for a public use related to affordable housing. (For Possible Action)

Commissioner Reese would like a staff presentation on Item 4.4.3.

Dale Keller, RTC Engineering Director, this item gives authority to the Executive Director to negotiate the parcels that are no longer needed by RTC at Clear Acre, which are six parcels in total, and directly negotiate that agreement with the City of Reno. The staff report says to send a letter requesting the

land to be used for affordable housing. This allows that item to move forward and be negotiated, and then an agreement will be sent at a future time to this Board for approval. The other part of the item is the work with the Truckee Meadows Water Authority (TMWA). At TMWA there is a need for water tanks at the Clear Acre parcel. In exchange for that parcel, we have some needs in the south part of the valley off of Western Skies, and that would allow us to move forward with an agreement for those transactions as well.

Commissioner Reese, thank you for the presentation. I want to thank the coordinated effort of a variety of staff from TMWA, RTC, City of Reno, the Northern Nevada Trades Council of Reno, and an outside party who is interested in building affordable housing. I think this is a great example of inter-governmental cooperation in a very powerful way and very excellent work all around.

Chair Lawson, this is a big deal for our community on so many levels. I want to thank the City of Reno for following through and making this work, and the Northern Nevada Trades Council and especially the RTC staff.

On motion of Commissioner Reese to move to approve Item 4.4.3, seconded by Commissioner Andriola, which motion unanimously carried, Chair Lawson ordered that Item 4.4.3. be approved.

- 4.4.4 Approve Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional design services associated with a requested additional plan submittal, lighting study, and extended coordination with the right-of-way consultant team for the Mill Street Capacity and Safety Project, in the amount of \$439,510, for a new total not-to-exceed amount of \$1,978,850. (For Possible Action)
- 4.4.5 Approve a contract with CA Group, Inc., for design and optional construction management services for the Butch Cassidy Drive Extension Project, in an amount not-to-exceed \$2,057,725. (For Possible Action)
- 4.4.6 Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the West Fourth Street Safety Improvements project. (For Possible Action)

Commissioner Reese, I pulled this item because it really is an outstanding moment to be grateful for the improvements that are coming to this particular stretch of Reno. Also, the Highway Safety Program funds that are coming in to pay for it really speaks to the local, public and national meeting of the minds on certain safety issues. I also think it's important because although there will be other agenda items today that speak to micromobility, micromobility is not confined to any one of our jurisdictions. It is something that is a growing concern by all of the jurisdictions represented on this body, and the connectivity to various networks is expanded incrementally. I wanted to confirm with you that we will begin construction of the project in 2025, after we've gone through all of the environmental reviews and some of the design phases, is that correct?

Dale Keller, RTC Engineering Director, yes, the goal is to begin construction in 2025. Micromobility is really safety for all users, vehicles, transit improvements, micromodes, as well as pedestrians. The other point I want to make is the \$13.8 million in discretionary funds could have been used anywhere in the State, so I want to thank our partners at NDOT for selecting this as part of the project and allocating that money to this project.

Commissioner Reese, of course your staff deserves the lions share of the kudos because you are the ones that are bringing forth these grant applications in a way that is made attractive to our State and Federal partners. So, your staff is doing the hard work. We often times get to sit in the position of

taking credit for the work that the staff has done and I want to make sure you understand that I see and recognize the important work the staff is doing.

On motion of Commissioner Reese to move to approve Item 4.4.6, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered that Item 4.4.6. be approved.

- 4.4.7 Approve a contract with Innovative Contracting and Engineering LLC for independent cost estimating services related to the Arlington Avenue Bridges Construction Manager at Risk (CMAR) Project, in an amount not-to-exceed \$249,377. (For Possible Action)

Chair Lawson, on this item the total cost was updated to \$304,260.

Commissioner Reese, I pulled this item because it is an important project in the City of Reno that is going to have a generational impact, and it is also going to basically impact downtown for a year or two, which will create some sadness for folks living near or using the Arlington Bridges.

I think the delivery CMAR method is important. There are various delivery methods for contracting and I wanted to simply say to my colleges and the community that in this particular case, the CMAR method seems to be a very good way to get through this project. In part, what we want from the City of Reno is that the Arlington Bridges are replaced, but that it is done as quickly as possible, which I think is the same thing that the RTC wants. In this process, I think the CMAR selection will allow us to identify whether there is a way to do it more quickly, and if there is, at what cost? The CMAR method allows for that, where some other contracts don't necessarily allow it. I am hopeful that the Arlington Bridges will begin construction the spring of 2025, and I'm hoping we can make that in one season because of the impacts especially on Wingfield Park and summer events.

On motion of Commissioner Reese to move to approve Item 4.4.7, seconded by Commissioner Andriola, which motion unanimously carried, Chair Lawson ordered that Item 4.4.7. be approved.

- 4.4.8 Approve Amendment No. 1 to the contract with Avenue Consultants, Inc., for professional services and program management of the Construction Manager at Risk (CMAR) pre-construction process for the Arlington Avenue Bridge Replacement Project, in an amount not-to-exceed \$291,445.45 for a new total not-to-exceed amount of \$352,419.45. (For Possible Action)
- 4.4.9 Approve a contract with Granite Construction Inc., for Construction Manager at Risk (CMAR) pre-construction services for the Arlington Avenue Bridges Project, in an amount not-to-exceed \$449,980.60. (For Possible Action)

4.5 Public Transportation/Operations Department

- 4.5.1 Approve a contract with M4 Engineering, LLC to perform ice and snow removal services at Fourth Street Station, Centennial Plaza Station, and RTC's Administrative Building during the 2023-24 winter season, in an amount not-to-exceed \$214,704. (For Possible Action)
- 4.5.2 Approve a contract with Trapeze Software Group, Inc., dba Vontas, for the purchase of thirty-eight (38) Message Point Media passenger information displays, in an amount not-to-exceed \$568,560. (For Possible Action)

4.6 Executive, Administrative and Finance Departments

- 4.6.1 Approve revisions to Chapter 10 (Benefits) of the RTC Personnel Rules, pursuant to RTC Personnel Rule 1.3. (For Possible Action)
- 4.6.2 Approve revisions to Chapter 11 (Attendance and Leaves) of the RTC Personnel Rules, pursuant to RTC Personnel Rule 1.3. (For Possible Action) *Pulled from Agenda – to be moved to November Agenda*

Item 5 DISCUSSION ITEMS AND PRESENTATIONS

- 5.1. Acknowledge receipt of a report regarding RTC staff intent to proceed with the process required by federal law to revise the Regional Transportation Plan (RTP) and the Regional Transportation Improvement Program (RTIP) in connection with what is expected to be referred to generally as the “Downtown Reno Micromobility Project,” in order to include projects on the network of streets accepted by the City of Reno (the Virginia St.; Lake St./Sinclair St./Evans Ave.; Vine St.; 5th St.; and 6th St. corridors), and not include projects on the 3rd St./Plaza St. and Center St./University Way corridors. (For Possible Action)

Dale Keller, RTC Engineering Director, I am providing an update and presentation of the Micromobility in Downtown Reno, including what the next steps RTC staff is planning to take.

Micromobility devices are small low speed vehicles intended for personal use, i.e. bicycles, e-bikes, e-scooters. It’s proven to be a popular and affordable choice for transportation for many users. In response, RTC is looking to move more people in different ways, especially in our urban core areas. These tools are new to our area and our focus is to assert more of the population with this infrastructure. As micromobility relates to transportation planning, the 2050 Regional Transportation Plan (RTP) incorporated previous studies that were analyzed for Transportation Safety Operations and Mobility needs in Downtown Reno. It included the identification of potential projects to consider.

The 2050 RTP also reflected further studies and analysis that needed to be performed and required in connection to those projects. For example, for the Virginia Street Corridor, the 2050 RTP recommended that the City of Reno lead a study of that corridor, and that RTC offer a supporting role. The RTC Board approved the funding for the City study, as well as, the Reno City Council adopted those recommendations of the Virginia Street Placemaking Study earlier this spring.

Concurrently, both RTC and the City of Reno partnered together with Downtown Reno Micromobility Pilot project. We tested the usefulness of this micromode infrastructure. The results of that project were then presented to the RTC Board in April. Since that time, RTC and City of Reno have engaged in further planning efforts with the Downtown Reno Conceptual Bicycle Network report, which is included in this agenda packet today.

The Downtown Reno Conceptual Bicycle Network report conceptualizes a core network of low-stress connections, bicycle and pedestrian facilities, which are complimentary to and offset the high vehicle capacity roadways in Downtown Reno. The Conceptual Network prioritized the movement, safety and connectivity in micromodes, while addressing the known safety issues that we have on these corridors.

The report evaluated seven different corridors starting with the north-south corridors, the first one being on the east side of downtown at Sinclair, Lake and Evans Streets. Moving to the west, University Way/Center Street, also Virginia Street and the west side of downtown Vine Street. For the east-west corridors, the report analyzed 6th, 5th and 3rd Streets.

RTC and City of Reno staff evaluated these seven corridors and low-stress facilities in order to accomplish the goals to enhance safety, increase neighborhood connectivity, support thriving businesses, provide transportation choices, reduce greenhouse gas emissions and aid in healthy lifestyles and support the traffic congestion management.

The City of Reno prioritized the following corridors: Sinclair/Lake Evans, Virginia Street, Vine Street 6th Street and 5th Street. Last Wednesday, October 11, 2023, Reno City Council approved an agenda item to accept these streets as the Downtown Micromobility Network of Streets, and be a part of the RTIP. This item did not address the 6th Street corridor, although it was supported, as it was already in a planned project that the RTC submitted to Safe Street 4 All (SS4A) Federal Grant earlier this summer. Center Street and 3rd Street were not included in that action.

As for the next steps, RTC staff intends to begin the process to revise the RTP, as well as the RTIP, to include those projects into what is generally referred to as the Downtown Reno Micromobility project. Staff identified roughly \$20 million of available Congestion Mitigation and Air Quality (CMAQ) federal funds to be use for this project. Based upon the approvals that will come to this Board, as well as the City Council, through an ICA, the environmental and design process would occur in 2024, with construction in the 2025-2026 time-frame.

Commissioner Reese stated that this will be a legacy defining opportunity for us to expand safety infrastructure in the City and regional surrounding areas.

Commissioner Garcia, I agree that everyone will be impacted by this in one way, shape or form. Our wonderful colleges at the City of Reno have done so much already to help activate spaces and bring in new business fronts and increase housing. I think this will be a huge win for the region.

On motion of Commissioner Reese, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson approved the receipt of Item 5.1.

Item 6 REPORTS (Informational Only)

6.1 RTC Executive Director Report

1. We have some really good news on the Arlington Avenue Bridges Replacement Project.
 - a. The FHWA approved environmental clearance on the project, earlier this month. This approval will allow us to move forward with our permits and construction using federal funding. I would like to thank Judy Tortelli for her hard work and dedication on this very important community project. We anticipate construction to begin in 2025 and take two years to complete.
2. We are working with the Reno Sparks Indian Colony and the Bureau of Land Management to make progress on a potential roadway connecting Lemmon Valley to Spanish Springs.
 - a. The preferred route in the study is the southern route that would run from Deodar Way to Wingfield Hills Road – just south of Lazy 5 Park.
 - The Washoe County Board of Commissioners recently approved a resolution to support the enactment of the Truckee Meadows Public Land Management Act.
 - We are working with Senator Rosen’s office to help create a path forward.
 - We’re also looking at potential improvements east of town.
 - Traffic is increasing on Interstate 80 because of job growth at the Tahoe-Reno Industrial Center.
 - I recently met with the chief executives from Storey County, Fernley, and Lyon County to discuss a shared view of transportation throughout our region in the future.

3. Please join me in welcoming Jim Gee as our new Director of Public Transportation and Operations.
 - a. Jim's promotion took effect this past Monday after a thorough national search. He's taking over for Mark Maloney who is retiring in December. Jim joined RTC in December of 2019. He came to us from the Toledo Area Regional Transit Authority in Ohio, where he worked for 25 years – most of that time as Chief Executive Officer. Jim has been instrumental in our recent transit app updates, service changes, and creation of the TOPS Plan. I am looking forward to Jim leading our great Public Transportation and Operations team and continuing RTC's success as a transit industry leader.
4. I am very happy to introduce you to the new General Manager at Keolis Reno – Don Swain.
 - a. Don comes to us from Portland, Oregon. He's been a Region Vice President, General Manager, and Director for transit companies in the Portland area and in San Diego. He has worked in the public transportation industry for more than 40 years – most recently as a consultant, so he brings a wealth of experience to Keolis Reno. Don is stepping in for Phil Pumphrey who is leaving for Austin, Texas to be the Assistant General Manager there. Our regional rep – Mike Ake is also going to Austin as its GM. Austin and Phoenix both awarded Keolis with contracts to operate their transit systems – and that's why we're seeing some leadership changes.
5. I'm pleased to announce Alex Cruz's Promotion.
 - a. Alex is stepping in as the new Senior Technical Transit Operations Planner. This is the position that opened up when Michael Dulude retired, last month. Alex has proven to be a very capable and valuable asset to our agency over the past year and we are very confident that he will continue his success in his new role.
6. Bryan Byrne joined our team as a Project Manager on September 18th.
 - a. Bryan comes to us from Carson City Public Works. He managed paving, drainage, traffic control, and roadway projects there. Prior to Carson City, Bryan worked on many RTC projects during his time in the private sector. His background and experience will make a great addition to our team. On another note, he got married on October 7th. Congratulations to Bryan and his bride, Lindsay – and best of wishes for a happy life together.
7. I would like to thank Derek Campbell for all of his hard work.
 - a. Derek celebrated his fifth anniversary with RTC on September 24th. He is one of our Facilities Maintenance Specialists. He does a great job keeping our facilities and equipment in good shape, so we can be as successful as possible here.
8. Congratulations to the Keolis driver of the month, Eddie King, Jr.
 - a. Eddie has worked as a bus operator for RTC RIDE since February of 1997. His on-time performance in September was 97 percent with zero accidents. Eddie is originally from Los Angeles and moved to Reno in the early 90s. He likes to spend his spare time with his family and enjoys cooking.
9. The MTM Employee of the Month for September is Ramon Robles. (Pronounced Ruh-mone)
 - a. Ramon has been with MTM Transit since 2016 – and he is a very well-liked driver in our community. Before coming to RTC ACCESS, he worked for a community center where he helped people with disabilities. He loves spending time with his coworkers during breaks and at employee events. He's got a lot of great memories with his colleagues and looks forward to creating more in the future. He enjoys spending his free time with his three children and attending live events around Reno and Sparks.
10. I am very grateful for the hard work of the Keolis and MTM employees who make our transit system work so well.
 - a. That's why I'm announcing that we will hold an employee appreciation event, sponsored by Commissioner Reese, for both companies, November 7th.
 - b. Food trucks will serve pastries, coffee, and other drinks from 1:30-3:30 at our Sutro and Villanova facilities. These employees do a great job and this is the least we can do to show our gratitude. Thank you to all Keolis and MTM employees.

6.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer, Congress and House of Representatives are still trying to find Kevin McCarthy's replacement as Speaker.

The House Transportation and Infrastructure Subcommittee on highways and transit is discussing some of the challenges that are associated with financing of the road projects, because of concerns in the funds of the Highway Trust Fund. They are looking at the possibility of increasing the fuel tax or even indexing it to inflation. Another thing they are discussing is possibly transitioning to some kind of road user charge.

Four Republican Senators have introduced a fee for EV owners that would go into the Highway Trust Fund, it's called the Stop EV Freeloading Act. This is something that we're interested in if it's meant to replace some of those taxes that we're losing because of people switching to EV's. Our partners in Washington DC say this bill does have some legs, but one of the concerns is what is the intent of the bill? Are they trying to replace these taxes, or are they trying to stymie the growth in the EV market?

The Mileage Based User Fee Alliance National Conference is next week in Washington DC and Laura Freed, RTC Administrative Services Director, will be attending on RTC's behalf. The RTC submitted our application for the Smart Grant for \$1.1 million. That funding would go towards pedestrian improvements on Plumb Lane between the Airport and South Virginia Street using artificial intelligence. We expect an announcement on that sometime early next year.

APTA held its Transform Conference and Expo in Orlando last week and more than 10,000 people from around the Country, maybe even the world, attended this. James Gee, RTC Public Transportation Director, gave a presentation on Hydrogen Fuel Cell Buses, and from what I'm told, this was one of the most popular panels of the entire conference with standing room only. Thank you to Jim and our other colleagues who attended.

To show support of Catherine Cortez Masto's bill on human trafficking, we're going to be wrapping one of our buses to raise awareness on the issue. Thank you, Commissioner Garcia, for using discretionary funds to get the bus wrapped. We will be inviting the Senator to come out and show it off in the next couple of months.

6.3 NDOT Director Report

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

- I-80 East of Sparks NEPA. NDOT will hold an online public meeting, followed by an in-person public meeting to gather input on our potential improvements coming to I-80. The project is between Vista Boulevard and USA Parkway, east of Sparks out to TRIC. We are looking at widening the highway out to TRIC and other safety and mobility improvements. Visit www.I80eastnv.com for more information and meetings.
- I-80 and Pyramid Way Interchange Resurfacing closure. The ramps and road underneath the Pyramid/I-80 Interchange have deteriorated significantly and we will be closing those ramps October 20th thru 23rd.
- Substantial Completion of I-580 Central Reno Paving. Thank you to everyone for your patience during this project.
- U.S. 50 Tahoe East Shore Survey Results Overview. We appreciate everyone's input into this survey and we will be presenting it to our Board in November. There will be a last

public meeting in January and the results will be put out as a Corridor Study. We will keep the RTC updated as progress continues.

Upon conclusion of Deputy Director Tedford's report, Chair Lawson asked if the Commissioners had any questions. Being none, he moved onto Item 7.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Garcia expressed her thanks to Paul Nelson and staff for showing up at the Sun Valley Cab meeting and making themselves available to answer questions, present and address concerns. Thank you also to Bill Thomas for being accessible for questions and requests.

Commissioner Andriola would also like to give recognition to Mr. Nelson and Mr. Heller for coming to the CAB and sharing all of the wonderful projects in Spanish Springs. You're going to be part of our family for the next several years, and I really appreciate it.

Commissioner Reese thanked RTC and NDOT for appearing at our public meetings and providing some guidance and input. It's great to know that our staff are out there working so hard to share the good work they're doing and to take input from the community.

Item 8 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.

Damien Cole local resident, continued his discussion on Micromobility in the Downtown Reno and surrounding areas and completed his slide show with street graphics and photos.

Amanda Nelson, Keolis Driver, discussed bus stops that appear to be very dangerous to stop at, especially Howard Drive and Spring Meadows on Route 11. You can't park there without the tail end of bus sticking out or pulling all the way in and blocking the entire crosswalk. Sierra Highlands needs a bus stop. Adding lighting at many bus stops that are in the dark would increase safety. If you want to do a Driver Appreciation, I would suggest doing it at 4th Street Station where we are in and out of there all day.

Dora Martinez thanked all of the Board for doing such a great job. I want to thank Mr. Jim Gee for working with us, and I feel we are going to have a very productive and workable relationship moving forward. Thank you, Chair Lawson, for your staff at Sparks, as they are so compassionate and they really help people that I bring to the office for rental assistance. Vice Mayor Reese and Mayor Schieve, I always want to quote my Mayor, we gotta do better, because better together will make our City the Biggest Little Friendly City to live in. I agree that bus stops, especially in Northwest Reno area, need to be safer. I also want to thank ADA Coordinator at NDOT, he was super gracious and awesome and he helped put in some of the audible pedestrian signals. I wanted to remind everyone to please drop non-perishable foods, socks and shoes for our use at the Karma Box.

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

Item 9 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:15 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: 11/17/2023

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 Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
South Meadows Traffic Enhancements	November 29, 2023
Villanova Bus Barn Heater Replacement	December 1, 2023
Stanford Way Rehabilitation	December 13, 2023

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Maintenance Needs Study	November 10, 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
Traffic Signal Installation 23-01	Titan Electrical Contracting, Inc.	10/12/2023	\$1,790,578

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
Transit APP (Royale + FlexRIDE Integration + Ticketing Integration)	Transit	\$35,700
Proterra Buses Second Life Battery	UNR, Center for Applied Research	\$30,000

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
Sky Vista Widening and Rehabilitation	Spanish Springs Construction	10/4/2023	CO6	\$154,644	\$15,992,565



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Acting Planning Manager

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

The Citizens Multimodal Advisory Committee (CMAC) and the Technical Advisory Committee (TAC) met on November 1st and 2nd, 2023, respectively, and received a presentation on Proposed Amendment No. 1 to the FFY 2023 – 2027 Regional Transportation Improvement Program (RTIP).

The amendment includes three projects:

- I-80 Keystone Package 2, Phase 2B – amendment to project that increases total project funding due to additional quantities, cost increases, and associated crew augmentation;
- WCSD Safe Routes to School – removal of project due to lack of local match funding; and
- Washoe County School District Safe Routes to School Program FFY2024 (TAP) – addition of project that was recently awarded grant funding.

The TAC recommended approval of the amendment. The CMAC recommended approval of the proposed changes to the two WCSD projects, tabling the NDOT freeway project pending additional information. Staff has coordinated with NDOT to provide additional information to CMAC, which was sent in an 11/8/2023 email. If additional information is requested by CMAC members, an update on the item will be provided at the December CMAC meeting. All three projects are included in the RTIP amendment to move forward for Board approval in November due to timing.

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: 11/17/2023

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Acting Planning Manager

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

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: First transit model run complete; alternates being run and compared to additional RTC BRT data. Results to be shared with Project TAC, ahead of second set of public workshops and draft study recommendations.</i>	

Active Transportation Plan	
Marquis Williams, Project Manager	https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/
<i>Status: Continued refinement of planning and implementation strategies based on public input, two Stakeholder Working Group (SWG) meetings, and internal priorities. The next iteration to be shared at the third SWG meeting and through a second round of public outreach.</i>	

Regional Freight Study	
Marquis Williams, Project Manager	N/A
<i>Status: Preliminary conversation with EDawn to identify private sector stakeholders for regional Freight Advisory Committee and related outreach efforts.</i>	

RTC REGIONAL TRAVEL CHARACTERISTICS STUDY	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/survey2023/
<i>Status: Kick-off meeting held.</i>	

RTC REGIONAL TRAVEL CHARACTERISTICS STUDY	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/model2023/
<i>Status: Kick-off meeting held.</i>	

RTC REGIONAL TRANSPORTATION PLAN UPDATE	
Xuan Wang, Project Manager	Coming soon
<i>Status: Kick-off meeting held.</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">• Summary reports received for initial collection sites.• PSA for 2024 and 2025 Multimodal Traffic Data Support approved.	

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">• Developing Level of Traffic Stress (LTS) bicycle map (online and hard copy).• Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.	

Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<i>Status: Meeting held August 14th and items discussed include a Smart & Connected Communities grant being pursued by UNR, the recently submitted SS4A grant application, an Active Transportation Plan update, and Downtown Reno Micromobility Project update.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

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 2024 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

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. The project is being evaluated as part of the Downtown Micro Mobility Network Phase 1.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

Buck Drive Circulation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/buck-drive-circulation/
<i>Status: Kimley Horn is the selected firm for the design and construction engineering services. Preliminary design started at the end of July. Ongoing coordination with City of Reno staff. 30% Design Plans expected by the first quarter of 2024. Construction is tentatively scheduled for spring 2025.</i>	

Geiger Grade Realignment	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/
<i>Status: Access and Circulation study is underway. RTC is in preliminary analysis stage of restarting the project. Evaluation of the procurement method for traffic, design, and environmental services is underway.</i>	

Kietzke Lane ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/
<i>Status: The consultant began design of the project in June 2023. Ninety percent (90%) design was received in September and is being reviewed by the RTC, City of Reno and NDOT.</i>	

Military Road Capacity & Safety	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/
<i>Status: Alternatives for roadway and intersection configurations are being evaluated. Preliminary design will begin later this fall.</i>	

N McCarran Boulevard & Pyramid Hwy Fiber	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/
<i>Status: Construction is in progress and expected to be substantially complete by end of the year.</i>	

North Valleys North Virginia Street Capacity	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/
<i>Status: This project is underway with early scoping and schedule items. A traffic analysis study will be complete in November 2023 with a 10% concept design expected in December 2023.</i>	
Pembroke Drive Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/
<i>Status: Nichols Consulting Engineers (NCE) was the selected design consultant and the team has started the preliminary design. Preliminary design alternatives have been presented to City of Reno staff. 30% Design Plans expected by January 2024. Construction is tentatively scheduled for spring 2025.</i>	
Pyramid Highway Intelligent Corridor	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/
<i>Status: Testing of software is in progress. Fiber optics installation is expected to begin early 2024.</i>	
Pyramid Highway Operations Improvements	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-operations-improvements/
<i>Status: Design Kickoff meeting held October 12, 2023. Preliminary Engineering and Utility Coordination tasks are underway; design alternatives anticipated Spring/Summer 2024.</i>	
Pyramid Way, Sparks Boulevard, Highland Ranch Interchange	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/
<i>Status: Professional Services Agreement with consultant was approved at the September Board Meeting. Agreement is for the preliminary design and engineering services associated with the Pyramid Way/Sparks Blvd/Highland Ranch Interchange and Connector Improvements. The Consultant will begin once NDOT LPA Agreement is executed and notice to proceed is given from NDOT.</i>	
South Meadows Traffic Enhancements	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/
<i>Status: The project will be advertised for construction bids in November.</i>	

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. 100% percent design plans were submitted. Right-of-way process and Public/Stakeholder meetings are underway. Construction is tentatively scheduled to start in spring 2024.</i>	

Sparks Boulevard – North Phase	
Garrett Rodgers, Project Manager	SparksBLVDproject.com.
<i>Status: Project design will continue to advance with final design. The 90% design was received September 2023 and is being reviewed by local agencies. Utility relocations are being evaluated to ensure project improvements are not in conflict. NEPA document (FONSI) was submitted to FHWA for review in late August.</i>	

Steamboat Parkway Improvement	
Garrett Rodgers, 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 in spring 2024.</i>	

Traffic Management – ITS Phase 4	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Project construction is substantially complete. Minor punch list and construction closeout tasks are still in progress.</i>	

Traffic Signal Installations 23-01	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/
<i>Status: RTC is in the process of executing the construction contract with the apparent low bidder. Construction will begin in 2024.</i>	

Traffic Signal Modifications 23-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/
<i>Status: The project will be advertised for construction in November.</i>	

Traffic Signal Modifications 24-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-24-01/
<i>Status: The project team is currently completing engineering studies and finalizing improvement recommendations for each site prior to beginning design.</i>	

Traffic Signal Timing 7	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/
<i>Status: New timing plans were developed and implemented for West McCarran Blvd at the Interstate 80 interchange and Sparks Blvd at Disc Drive. Next corridors to be retimed will be Vista Blvd from Interstate 80 to Home Run Drive and East McCarran Blvd from Greg Street to Probasco Way.</i>	

Veterans Parkway ITS	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/
<i>Status: Preliminary project design is underway</i>	

Veterans Roundabout Modifications	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/
<i>Status: Draft Technical Memorandum, Geotechnical Report and Roundabout Memo anticipated November 2023. Geometric Design (30%) anticipated December 2023.</i>	

Vista Boulevard/Prater Way ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/
<i>Status: Preliminary design is ongoing through fall 2023. 50% design submittal expected in December 2023.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The 90% design is under review. Coordination with utility companies and USACE, FHWA, and NDOT is on-going. A Section 408 permit for geotechnical borings was granted by Carson Truckee Water Conservancy District. A CMAR kickoff meeting was held in November.</i>	

Butch Cassidy Drive Extension	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/butch-cassidy-drive-extension/
<i>Status: Professional Services Agreement with consultant was approved at the October Board Meeting. Transportation planning documents are being updated before design can be advance.</i>	

Keystone Bridge Replacement	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/
<i>Status: The project team has developed qualitative screening criteria for an initial evaluation of the project alternatives. The proposed project alternatives will be presented to the public in early December.</i>	

Lemmon Drive Traffic Improvements and Resiliency	
Bryan Byrne, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: RTC presented project overview at the North Valleys CAB and Ward 4 NAB in October. Project team is advancing an updated 30% design that is expected to be completed in December 2023. Right of Entry agreements are being coordinated to begin geotechnical exploration.</i>	

Mill Street Capacity & Safety (Kietzke Lane to Terminal Way)	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: Ninety percent (90%) design submittal was delivered in October. The right-of-way acquisition process has begun. Coordination with utility companies is on-going. Outreach with adjacent business owners continues. Construction anticipated to start early 2025.</i>	

Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<p><i>Status:</i></p> <p><i>Phase 1 (Pyramid Way to Sullivan Lane in Sparks) was completed at the end of August.</i></p> <p><i>Pavement completed in Phase 2 (Sullivan Ln in Sparks to Silverada Blvd in Reno) and Phase 3 (Silverada Blvd to east of US 395 in Reno). NVE lights continue to be installed.</i></p> <p><i>Construction activities on Phase 4 are underway and will continue during winter.</i></p> <p><i>One lane on each direction is maintained along Oddie Boulevard.</i></p> <p><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></p>	

Sierra Street Bridge Replacement	
Bryan Byrne, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: The permitting process for the geotechnical borings has begun to help inform preliminary design decisions. The project has developed conceptual alternatives that will be evaluated through the screening process. Level 1 screening is underway, with Level 2 screening expected in December 2023. A public information meeting is anticipated to be held in early 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 are ongoing. This project is anticipated to be complete this fall.</i>	

Sun Valley Boulevard Corridor Improvements – Phase 2	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/sun-valley-boulevard-corridor-improvements-phase-2/
<i>Status: The PSA was approved during the October 2023 RTC Board meeting. Design Kickoff meeting to be held November 2023.</i>	

West Fourth Street Downtown	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/
<i>Status: A project walkthrough was conducted with the City of Reno and the design consultant and the project scope is being refined.</i>	

West Fourth Street Safety	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/
<i>Status: Wood Rodgers has submitted 30% design plans for review by RTC and the City of Reno and coordination with NDOT environmental continues. A reimbursement agreement with Union Pacific Railroad is under review.</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. There has been no progress on this in recent months.</i>	

PAVEMENT PRESERVATION PROJECTS

1st Street Rehabilitation and Signal Replacement	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/1st-street-rehabilitation-and-signal-replacement/
<i>Status: Construction is anticipated to begin in Spring 2024.</i>	
2023 Bridge Maintenance-Second Street, Keystone Avenue, and Vine Street Bridges	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-bridge-maintenance/
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	
2023 Corrective Maintenance (Neil Road, Greg Street, and Moya Blvd.)	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-corrective-maintenance/
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	
2023 Preventive Maintenance Program	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-preventive-maintenance-program/
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	
Arrowcreek/Wedge Rehabilitation	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-parkway-wedge-rehabilitation/
<i>Status: The PSA was approved during the October 2023 RTC Board meeting. Project Kickoff meeting to be held November 2023.</i>	
Las Brisas and Los Altos Resurfacing	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/
<i>Status: Mill and overlay anticipated to be complete on Los Altos early November. Contractor will be on site adjusting utilities and completing signage and striping improvements in November 2023. Las Brisas mill and overlay (Robb Drive to Britannia Drive) approaching Final Acceptance. Slurry at both locations to be completed Spring 2024.</i>	
N Virginia Street University Rehabilitation	
Bryan Byrne, Project Manager	https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/
<i>Status: RTC received the 90% design submittal and is currently reviewing. Design is expected to be completed by December 2023. Construction is scheduled for the summer of 2024 during UNR's summer break.</i>	

Raleigh Heights Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/
<i>Status: Lumos and Associates, Inc. has submitted 60% design. Final design and right-of-way process are ongoing. Construction is tentatively scheduled for March through August 2024.</i>	

Selmi Drive Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/
<i>Status: DOWL (formerly Farr West Engineering) is the selected team for the design. 100% percent design plans were submitted to the City of Reno. Construction is tentatively scheduled for spring 2024.</i>	

Stanford Way Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/stanford-way-rehabilitation/
<i>Status: Construction bidding is anticipated in November. Construction is anticipated for spring 2024.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Ian Chamberlain, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: This project is on hold due to issues with property acquisition for proposed improvements.</i>	

Virginia Line BRT Improvements	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/
<i>Status: Thirty percent (30%) design is complete. Coordination with the City of Reno, FTA, and affected utility companies continues in advance of the 60% design submitted in August. NEPA re-evaluation of the original Virginia Street Bus RAPID Transit Extension project is underway, including Tribal consultation.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
South Meadows Traffic Enhancements	Integra-Boise Logistics Center Venture, LLC	\$23,290.00	\$0
South Meadows Traffic Enhancements	Roger William Norman	\$12,496.00	\$0
South Virginia Street & I580 Exit 29 Capacity & Safety	Poundstone Living Trust	\$1,000.00	\$0

CONTRACTS UP TO \$100,000

Project	Vendor	Scope	Amount
N/A			



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations 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.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights



RTC Partners with Washoe County Library – RTC partnered with the Washoe County Library System to create a library locations bus route map, and shared in the costs to print the tri-fold brochures.



Keolis Halloween Event at Fourth Street Station -

Keolis' Inclusion and Engagement committee organized a Halloween event and handed out candy to RIDE customers at Fourth Street Station. It was organized to thank the riders and wish them a Happy Halloween. Keolis' HR Manager, Jamie Depaepe, along with Keolis' new GM, Don Swain made candy bags with Jamie's business card to hand out to the drivers, while wishing them a safe evening and Happy Halloween. Keolis also had the pleasure of their CEO, David Scorey in town, and he too was able to meet and greet drivers at 4SS, along with some of our customers. Keolis also had a great turn out of employees in costumes, and several "scary food" potluck treats to enjoy.



RTC RIDE Key Highlights – October

- 7 trainees released to Operations for revenue service
- 3 driver resignations
- 157 coach operators (4 in Behind-The-Wheel Training)
- October 12, Participated in Peavine Elementary *Career Day*
- Employee Engagement:
 - Encouraged cancer awareness 10/18 (pink clothing or colored ribbon cancer choice of operator)
 - Provided donuts and hot dogs, for outgoing General Manager, Phil Pumphrey's Farewell 10/18
 - Halloween Pot Luck & Costume Contest 10/31
- CUTA Training: Class continues with the following employees complete on modules:
 - 144 complete on Module 1
 - 89 complete on Module 2

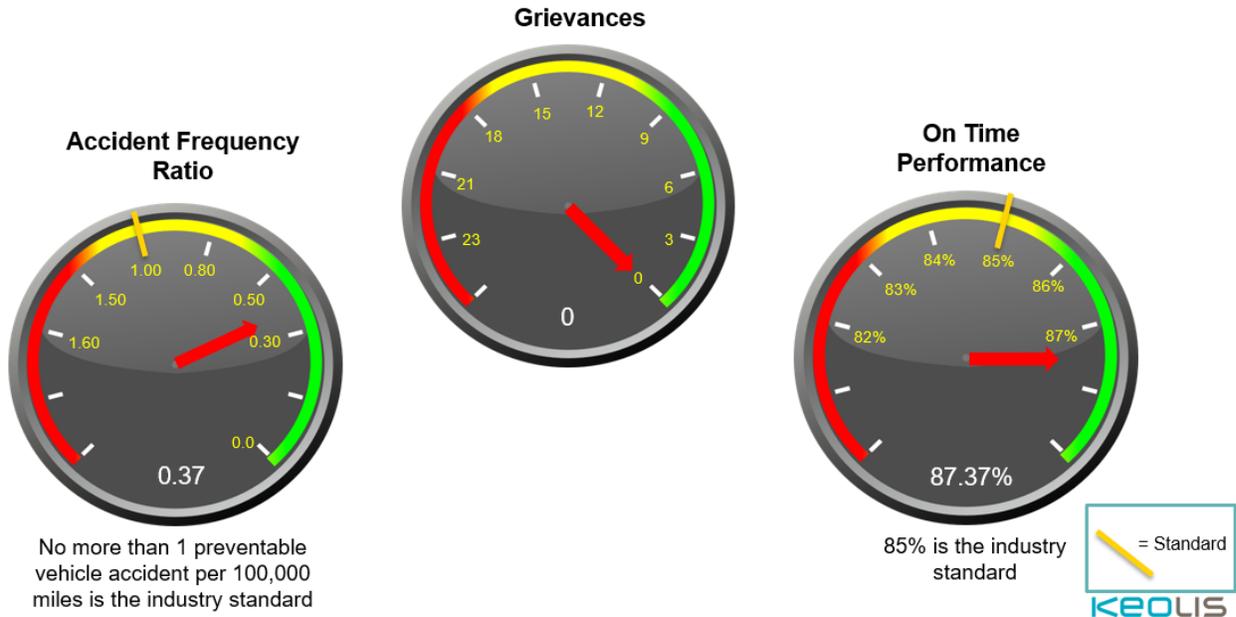


- 92 complete on Module 3
- 89 complete on Module 4
- 73 Employees have completed all 4 of the modules
- 1 new grievance filed in October
- No new ULP's filed for October

Keolis represented staffing headcount as of October 25, 2023:

Position	Total Employed	#Needed
Coach Operator Trainees	10	6+
Coach Operators	151 FT	16
Dispatchers	6	0
Road Supervisors	3	1
Mechanic A	3	1
Mechanic B	6	0
Mechanic C	3	1
EV Technician	4	0
Electronics Tech	1	0
Body Technician	3	0
Utility Worker	12	1
Facilities Technician	2	0

RTC RIDE Contract Compliance for September



Preventative Maintenance Inspections



100% is the industry standard

Miles Between Road Calls



15,000 miles is the industry standard

Completed Trips



Valid Complaints per 20,000 Passengers



No more than 1 valid complaint per 20,000 passengers is the industry standard

RTC ACCESS Key Highlights – October

MTM Classes Held:

October 10 - 3 drivers hired for class, all 3 are still in training

October 31 - Currently 1 driver hired for class with two more interviews scheduled for this class

Safety:

- **Accidents:**
 - 0
- **Incidents**
 - 0
- **Injuries:**
 - 1 pending refusal
- **YTD Preventable Accident Count: 10**
- **YTD Injury Count: 8**

- **October Safety Blitz**
 - Halloween Blitz to come
- **October Safety Meeting**
 - Verbal Judo and De-escalation techniques

MTM represented staffing headcount as of October 31, 2023:

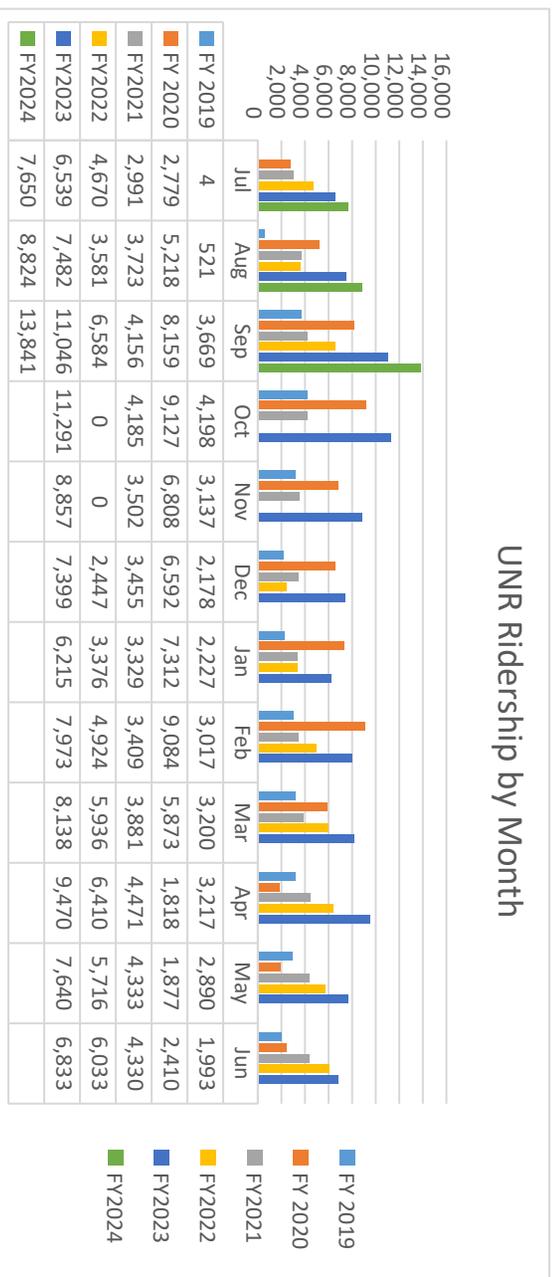
Position	Total Employed	#Needed
Drivers	53 FT – 4 PT	7-10 FT – 0 PT
Dispatchers	4.5 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	2 FT	0
Utility Worker	1	0
Facility Technician	1	0

TRANSIT DEMAND MANAGEMENT (TDM) Update

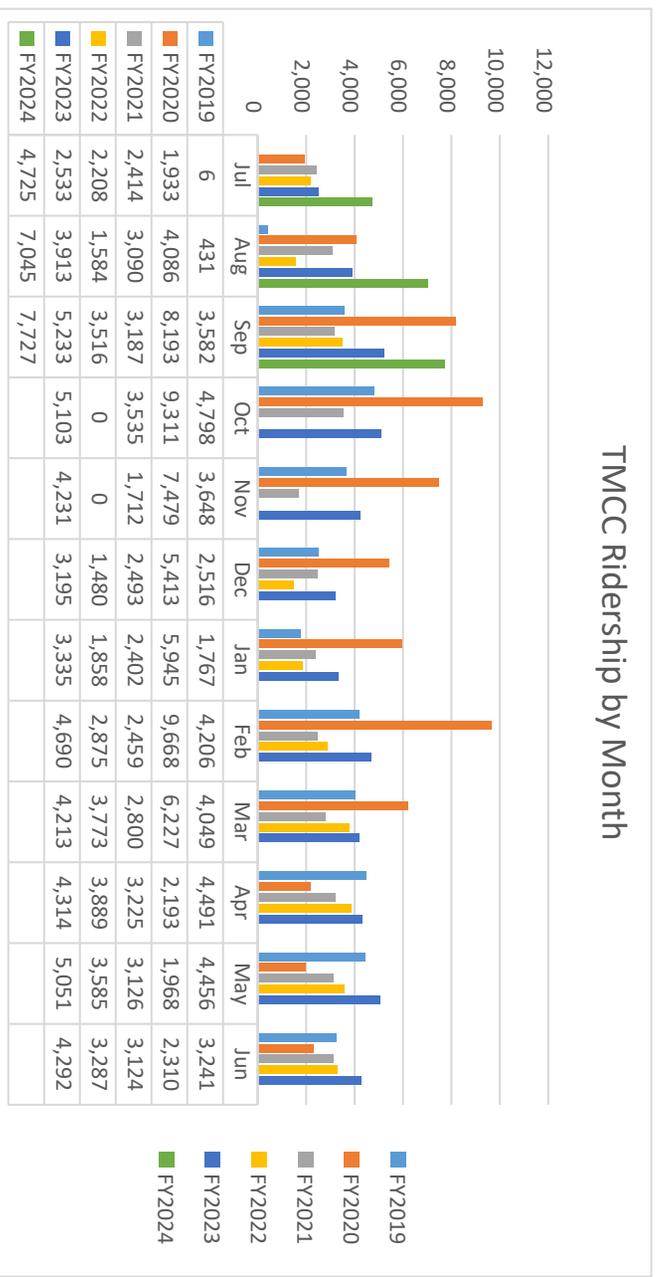
- Vanpools added one new start to rise to 320. We continue to work with folks from the Lake Tahoe area to start more vanpools. Both the Truckee North Tahoe TMA (Transportation Management Association) and South Shore TMA have received grants to give further subsidies to help these vanpools.
- Staff tabled the annual Health Fair at the Peppermill.
- Staff had a table at the UNR/UNLV football game on Saturday, October 14th
- The Northern Nevada TMA has been reviewed by legal, and going forward RTC will no longer serve on the board but will act as a resource for the group.



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



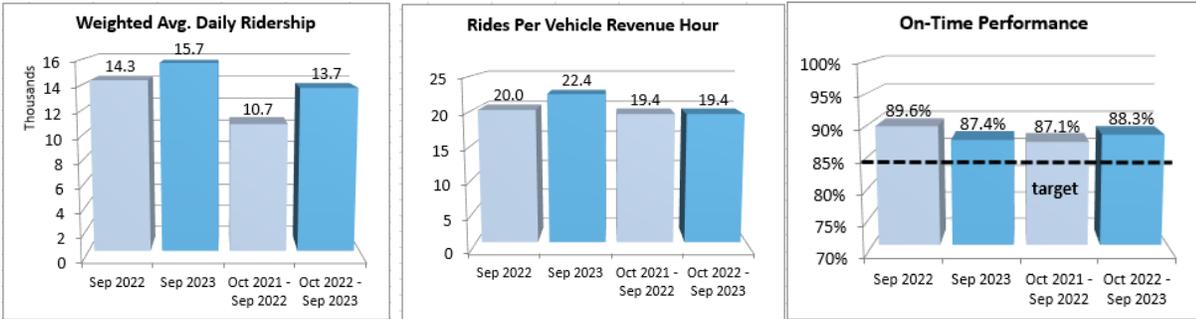
September set a record on the number of trips from UNR for a month.



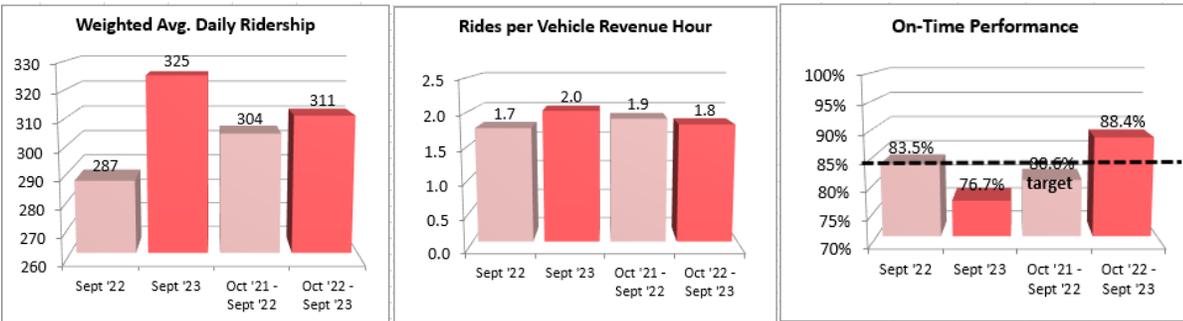
Ridership at both UNR and TMCC set record highs for the month of September when school is in session.

SEPTEMBER 2023 TRANSIT PERFORMANCE

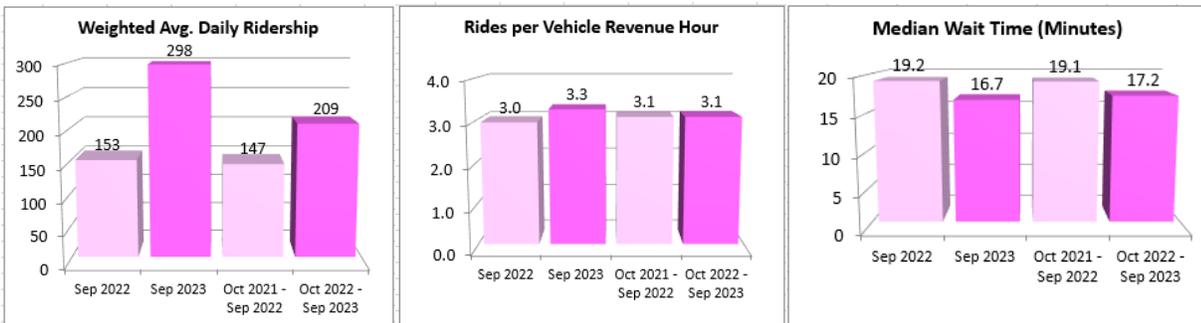
RTC RIDE



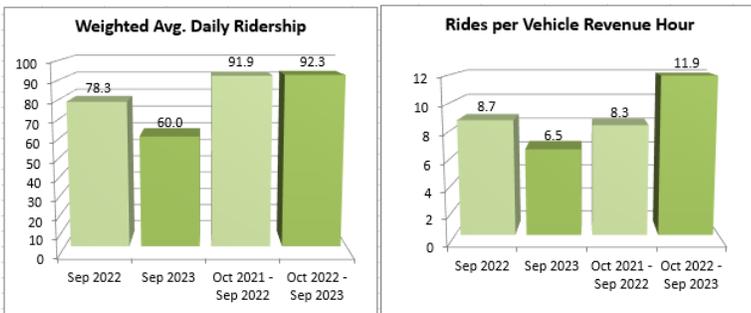
RTC ACCESS



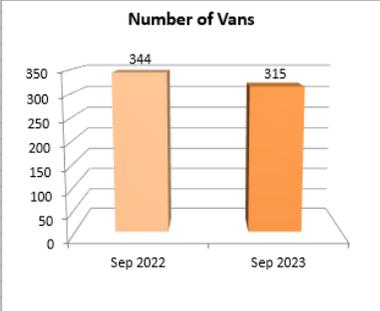
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.2.6

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Community and Media Outreach Activities

RECOMMENDED ACTION

Acknowledge receipt of the monthly Outreach Activities Report.

BACKGROUND AND DISCUSSION

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities

Paul Nelson, Project Manager

Status: RTC staff conducted the following outreach activities from October 1 – October 30.

September 27: Northern Nevada Small & Minority Business Networking Mixer (Previous Month)

October 4: Spanish Springs Citizens Advisory Board Meeting

October 4: Citizens Multimodal Advisory Board Committee

October 5: Technical Advisory Committee

October 7: Sun Valley Citizens Advisory Board

October 10: APTA Annual Meeting

October 12: Ferrari-Lund Presentation

October 14: UNLV vs. Nevada Football Game

October 16: North Valleys Water Management Subcommittee Meeting

October 17: Nevada State Planning Conference

October 19: Ward 4 Neighborhood Advisory Board

October 23: FHWA/FTA Transit Asset Management Integration Virtual Peer Exchange

October 24: Senior Transportation Event

Media Relations & Social Media
Paul Nelson, Project Manager

Status: The RTC issued six news releases and received four media inquiries regarding the Pyramid Way Lane Closure, Montello Street Intersection Closure, 4th Woodland Roundabout Ribbon-Cutting Ceremony, Los Altos Parkway South Detour, Oddie Boulevard/U.S. 395 Ramp Closure, Los Altos Parkway North Detour Update, Senior Transportation Event in Sparks.

Social media was used to promote and provide information about the Pyramid Way Lane Closures, TRA: Oddie Wells Phase 1 Substantially Complete, TRA: Holcomb Avenue Rehabilitation Completed, Columbus Day/Indigenous Peoples Day Transit Schedule, TRA: Safe Place, Dorothy McAlinden Park Grand Reopening, Wells Avenue Lane Closure, 4th Woodland Roundabout Ribbon-Cutting Ceremony, Nevada Football Game (RAPID Virginia Line, ED-Pass, Smart Trips), TRA: 4th Woodland Roundabout Completion, Montello Street/Oddie Boulevard Intersection Closure, Los Altos Parkway South Lane Closure, Oddie/U.S. 395 Northbound Ramp Closure, TRA: Halloween & Time Change Safety, Nevada Day Transit Schedule, Los Altos Parkway North Lane Closure, TRA: Stuff A Bus for Children in Care.

Social media metrics for the month of October: 8,460 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production
Paul Nelson, Project Manager

Status: Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about Holcomb Avenue Project Completion, RTC Safe Place, 4th Woodland Roundabout Completion, Halloween & Time Change Safety, Stuff A Bus for Children in Care.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

11/17/2023 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: 11/17/2023

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Sara Going, Project Manager

SUBJECT: Traffic Signal Modifications 23-01 Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the contract with Westwood Professional Services, Inc., for additional engineering during construction services for the Traffic Signal Modifications 23-01 Project, in the amount of \$124,150, for a new total not-to-exceed amount of \$362,865.

BACKGROUND AND DISCUSSION

The RTC determined that it is advantageous to the Agency to merge the construction packages for the Traffic Signal Modifications 22-01 project and Traffic Signal Modifications 23-01 project into a single construction package. This merged package is henceforth referred to as the Traffic Signal Modifications 23-01 project. Westwood Professional Services, Inc., (Westwood) is the designer for both projects. The parties have further determined that an amendment to the professional service agreement dated July 1, 2022, would streamline administration in lieu of authorizing optional construction services for the professional services agreement associated with the design of the Traffic Signal Modifications 22-01, dated October 28, 2021. The adjusted budget and scope provided in this amendment will reflect the engineering services to be performed relative to the construction of the merged project.

All other provisions of the agreement shall remain in full effect.

Traffic Signal Modification 23-01 will implement spot improvements and perform engineering evaluations based on the needs at various intersections. Improvements include installing new traffic signal controller cabinets, battery backup systems, accessible pedestrian push buttons, and new vehicle detection systems, extending turn pockets, and modifying lane configurations to improve traffic operations. Improvement locations include:

- Clearacre Lane and North McCarran Boulevard
 - Battle Born Way and Galletti Way
 - El Rancho Drive and G Street
 - Los Altos Parkway and Galleria Parkway
-

- Robb Drive and Mae Anne Avenue
- Golden Valley Road and North Hills Boulevard
- Plumb Lane and Plumas Street
- Ryland Street and Locust Street
- West Street and W. 4th Street
- Sutro Street and Wedekind Road
- South McCarran Boulevard and Greensboro Drive
- South McCarran Boulevard and Mayberry Drive
- West Plumb Lane and Lakeside Drive
- East Plumb Lane and Kirman Avenue
- Arrowcreek Parkway and Wedge Parkway
- Mount Rose Highway and Wedge Parkway
- Mount Rose Highway and Thomas Creek Road
- Sun Valley Boulevard and E. 4th Avenue
- Sun Valley Boulevard and E. 5th Avenue
- La Posada and Cordoba Boulevard
- Nichols Boulevard and Howard Drive
- Vista Boulevard and Disc Drive
- Pyramid Highway and Calle De La Plata

FISCAL IMPACT

Fuel tax appropriations are included in the FY 24 Capital Budget.

PREVIOUS BOARD ACTION

6/17/2022 Approved a contract with Westwood Professional Services, Inc., for design services and optional engineering during construction for the Traffic Signal Modifications (TSM) 23-01 project at various locations in the region, in an amount not-to-exceed \$238,715.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Westwood Professional Services, Inc. (“Consultant”) entered into an agreement dated July 1, 2022. This Amendment No. 1 is dated and effective as of [_____].

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to extend the term of the agreement and amend the project scope and budget for construction services;

WHEREAS, the RTC has determined that it is advantageous to the agency to merge the construction packages for the Traffic Signal Modifications 22-01 project and Traffic Signal Modifications 23-01 project into a single construction package. This merged package is henceforth referred to as the Traffic Signal Modifications 23-01 project. The parties have further determined that an amendment to the professional service agreement dated July 1, 2022 would streamline administration in lieu of authorizing optional construction services for the professional services agreement associated with the design of the Traffic Signal Modifications 22-01, dated October 28, 2021. The adjusted budget and scope provided in this amendment will reflect the engineering services to be performed relative to the construction of the merged project;

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 1.1 shall be replaced in its entirety with the following:

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.

2. Section 3.2 shall be replaced in its entirety with the following:

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

Total Design Services (Tasks 1 to 5)	\$151,215.00
Design Contingency (Task 6)	\$25,000.00
Construction Services (Task 7)	\$159,490.00
Record Information (Task 8)	\$7,160.00
<u>Construction Contingency (Task 9)</u>	<u>\$20,000.00</u>
Total Not-to-Exceed Amount	\$362,865.00

3. Exhibit B – Fee Schedule is replaced in its entirety with the version of Exhibit B attached hereto.

4. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WESTWOOD PROFESSIONAL SERVICES, INC.

By: _____
Jerry Slater, Vice President

Exhibit "B"
Exhibit "B"

Exhibit B - Schedule of Services

Task	Description	Staff Hours and Fees							Hours Subtotal	Sub-Consultant	Direct Expenses	Lump Sum Task Amounts
		Project Director	Project Manager	Project Engineer	Designer	Graduate Engineer	Technician	Admin				
Hourly Rates for Tasks 1-5		\$250	\$210	\$180	\$155	\$140	\$120	\$75				
1.0	PROJECT MANAGEMENT											
1	General Project Management	2.0	16.0					8.0	26.0	\$0.00	\$3,500.00	\$7,960.00
2	Project Meetings	4.0	8.0	2.0	0.0	0.0	0.0	0.0	14.0	\$0.00	\$0.00	\$3,040.00
	Subtotal Hours	6.0	24.0	2.0	0.0	0.0	0.0	8.0	40.0			
	Subtotal Fee	\$1,500.00	\$5,040.00	\$360.00	\$0.00	\$0.00	\$0.00	\$600.00		\$0.00	\$3,500.00	\$11,000.00
2.0	INVESTIGATION OF EXISTING CONDITIONS											
1	Investigations/Field Inventory	1.0	28.0	0.0	0.0	28.0	0.0	0.0	57.0	\$0.00	\$0.00	\$10,050.00
2	Utility Investigation/Depiction	0.0	4.0	0.0	0.0	10.0	0.0	0.0	14.0	\$0.00	\$0.00	\$2,240.00
3	Right of Way Mapping	0.0	1.5	0.0	0.0	1.5	0.0	0.0	3.0	\$4,800.00	\$0.00	\$5,325.00
4	Topographic Survey	0.0	1.5	0.0	0.0	1.5	0.0	0.0	3.0	\$6,500.00	\$0.00	\$7,025.00
5	Traffic Data Collection	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	\$18,000.00	\$0.00	\$18,420.00
6	ADA Compliance Memorandum	1.0	2.0	6.0	0.0	6.0	0.0	0.0	15.0	\$0.00	\$0.00	\$2,590.00
	Subtotal Hours	2.0	39.0	6.0	0.0	47.0	0.0	0.0	94.0			
	Subtotal Fee	\$500.00	\$8,190.00	\$1,080.00	\$0.00	\$6,580.00	\$0.00	\$0.00		\$29,300.00	\$0.00	\$45,650.00
3.0	TRAFFIC ENGINEERING EVALUATIONS											
1	Nichols & Howard - Light ICE/Circulation Study	1.0	14.0	22.0	0.0	35.0	0.0	2.0	74.0	\$0.00	\$0.00	\$12,200.00
2	Vista & Disc - LOS and SB RTL Evaluation	1.0	9.0	16.0	0.0	24.0	0.0	2.0	52.0	\$0.00	\$0.00	\$8,530.00
3	CDLP & Pyramid - LOS and NBLT/RT Evaluation	1.0	9.0	16.0	0.0	24.0	0.0	2.0	52.0	\$0.00	\$0.00	\$8,530.00
	Subtotal Hours	3.0	32.0	54.0	0.0	83.0	0.0	6.0	178.0			
	Subtotal Fee	\$750.00	\$6,720.00	\$9,720.00	\$0.00	\$11,620.00	\$0.00	\$450.00		\$0.00	\$0.00	\$29,260.00
4.0	FINAL DESIGN											
1	Preliminary Plan Set Layout	0.0	2.0	0.0	16.0	0.0	0.0	0.0	18.0	\$0.00	\$0.00	\$2,900.00
2	Right of Way Review	1.0	2.0	1.0	0.0	0.0	0.0	0.0	4.0	\$0.00	\$0.00	\$850.00
3	Final Plans and Specifications	15.0	64.0	46.0	83.0	62.0	6.0	0.0	276.0	\$0.00	\$1,000.00	\$48,735.00
4	Engineer's Opinion of Probable Costs and Time	0.0	5.0	0.0	10.0	0.0	0.0	0.0	15.0	\$0.00	\$0.00	\$2,600.00
5	NDOT Encroachment Permit	0.0	8.0	0.0	27.0	0.0	0.0	5.0	40.0	\$0.00	\$0.00	\$6,240.00
	Subtotal Hours	16.0	81.0	47.0	136.0	62.0	6.0	5.0	353.0			
	Subtotal Fee	\$4,000.00	\$17,010.00	\$8,460.00	\$21,080.00	\$8,680.00	\$720.00	\$375.00		\$0.00	\$1,000.00	\$61,325.00
5.0	BIDDING SERVICES											
1	Distribution	0.0	1.0	0.0	0.0	0.0	0.0	2.0	3.0	\$0.00	\$0.00	\$360.00
2	Pre-Bid Meeting/Bid Support	0.0	4.0	4.0	0.0	4.0	2.0	0.0	14.0	\$0.00	\$0.00	\$2,360.00
3	Bid Opening/Tabulation	0.0	6.0	0.0	0.0	0.0	0.0	0.0	6.0	\$0.00	\$0.00	\$1,260.00
	Subtotal Hours	0.0	11.0	4.0	0.0	4.0	2.0	2.0	23.0			
	Subtotal Fee	\$0.00	\$2,310.00	\$720.00	\$0.00	\$560.00	\$240.00	\$150.00		\$0.00	\$0.00	\$3,980.00
6	DESIGN CONTINGENCY											\$25,000.00
Hourly Rates for Tasks 7-9 (Amendment 1)		\$245	\$220	\$178	\$145	\$135	\$115	\$65				
7	CONSTRUCTION SERVICES (Optional)											
	Construction Staking (Odyssey Eng.)									\$5,300.00		\$5,300.00
	Construction Management & Testing (GES)									\$102,230.00		\$102,230.00
	Engineering During Construction											
	General Admin		32.0						32			
	Pre-Construction Meeting		10.0						10		\$650.00	
	Design Support During Construction		100.0						100			
	Meetings		16.0						16			
	Close-Out		10.0						10		\$650.00	
	RFI's		10.0						10			
	Submittals		40.0			20.0			60			
	Subtotal Hours	0.0	218.0	0.0	0.0	20.0	0.0	0.0	238.0			
	Subtotal Fee	\$0.00	\$47,960.00	\$0.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$ 50,660.00	\$107,530.00	\$1,300.00	\$159,490.00
8	RECORD INFORMATION (Optional)		8.0			40.0						
	Subtotal Hours	0.0	8.0	0.0	0.0	40.0	0.0	0.0	0.0			
	Subtotal Fee	\$0.00	\$1,760.00	\$0.00	\$0.00	\$5,400.00	\$0.00	\$0.00	\$ 7,160.00	\$0.00	\$0.00	\$7,160.00
9	CONSTRUCTION CONTINGENCY (Optional)											\$20,000.00
Total Basic Services Hours		27	413	113	136	256	8	21	926			
Total Basic Services Fee		\$6,750.00	\$103,250.00	\$28,250.00	\$34,000.00	\$64,000.00	\$2,000.00	\$5,250.00	\$243,500.00	\$136,830.00	\$5,800.00	\$362,865.00



May 8, 2023
Proposal No. R20236511C1r1

Ms. Melissa Murphy, P.E.
Westwood Professional Services
5725 W. Badura Avenue, Ste. 100
Las Vegas, NV 89118

**RE: Proposal for Construction Management and Materials Testing
Signal Modifications 22-01 and 23-01
Washoe County, Nevada**

Dear Ms. Murphy,

Geotechnical & Environmental Services, Inc. (GES) is pleased to present a scope of services and Fee Estimate to provide construction materials observation and testing services for the proposed Signal Modifications 22-01 and 23-01 project located in Washoe County, Nevada. GES will perform these services for the Westwood Professional Services (hereafter the "Client").

- **Geotechnical Engineering**

- **Construction Materials Testing & Inspections**

- **Environmental Services**

- **AASHTO Accredited Testing Laboratories**

- **IAS Accredited**

Estimated Fee

Our services described herein will be performed for estimated fees as follows:

Construction Management and Materials Testing	\$102,230.00
--	---------------------

Our incurred fees will be billed monthly on a time-and-expense basis. If the scope of services is changed or if the description of the project varies from what is presented herein, including the type, location and size of improvements, the fees presented will be subject to change.

Since no construction schedule was available to us during preparing this proposal, our fees are based, in part, on our estimate of the time needed to complete the construction and our observation and testing tasks. The actual construction schedule may increase the estimated fees.

Project Description

Our understanding of the project is based on our past experience with similar projects, and a review of the following provided documents:

- Bid Documents titled *Signal Modifications 22-01 (Various Locations)*, *RTC Project No. 0240710*, and 50% plans titled *Signal Modifications 23-01 (Various Locations)*, *RTC Project No. 0247011*, prepared by Westwood Professional Services, dated August 2, 2022.
- Standard Specifications for Public Works Construction (SSPWC), 2012 Edition, Revision 8.

The project will consist of removal and replacement of curb & gutter, median curb, porkchop islands, pedestrian ramps, sidewalk, drainage improvements, Type 3 slurry seal, hot mix asphalt (HMA), permanent striping, and signal modifications. The work will include density testing of native subgrade materials, trench backfill, Type 2 aggregate base, HMA, and concrete field sampling/testing with cylinders. This work will also include the installation of

Las Vegas
7150 Placid Street
Las Vegas, NV 89119 • 702.365.1001

Reno
5301 Longley Lane, Bldg. H, Suite 116
Reno, NV 89511 • 775.622.3844

Mesquite
530 Commerce Circle
Mesquite, NV 89027 • 702.346.4489

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www.gesnevada.com

Battery Backup System (BBS) in a piggy-back configuration on the existing traffic signal cabinet, removal of existing electrical service pedestal and replacement with a new ground mounting combination service pedestal and BBS, removal of existing traffic signal controller cabinet and installation of a new traffic signal controller cabinet on new or existing foundation, installation and/or upgrade of Gridsmart camera system on existing traffic signal poles for presence detection, installation of PTZ cameras on existing traffic signal poles, and installation of new iNS Pedestrian Push Buttons at various locations.

Scope of Services

Our scope of work services and estimated fees are based on a review of the referenced documents and our experience working on similar projects in the vicinity. If the final approved project documents are significantly different from the referenced documents, our scope and estimated fees may be subject to revision.

Our proposed field staffing and laboratory testing for observation and testing during construction of the project is described below and is summarized on the attached Construction Materials Testing and Observation Fee Estimate (Fee Estimate). We have **not included** prevailing wages in our proposal. We will perform our observation and testing services according to the estimated trips and hours (including travel time), and sampling quantities summarized in the attached Fee Estimate. Trips, hours, and quantities more than those on the attached Fee Estimate will be billed separately on a time and expense basis in accordance with our current Fee Schedule.

GES Reporting during Construction

GES will submit inspection reports to the client within 48 hours of the date of inspection. GES will submit laboratory test reports to the Client within two working days of testing completion, and within one working day of testing completion for results not meeting the project specifications. GES will notify the Client of any noncomplying test result or noncomplying inspection results on the day the noncompliant result is identified.

Coordination and Project Management

GES will provide coordination for inspectors and field technicians performing observation and testing at the project site by a professional engineer licensed in the state of Nevada. GES will coordinate site visits as requested by the Client or the Client's designate through our Dispatch at (775) 622-3574. Notification will need to be provided at least 24 hours in advance for scheduling field observations and testing.

On-Site Observation and Testing

GES will provide qualified personnel to perform daily traffic control reviews, daily quantity documentation, ensure the required testing frequencies are being met, and assist Westwood and/or the RTC with any other project requests.

GES will provide qualified field personnel to perform periodic sampling, observation, and testing during the Type 3 slurry seal placement, curb & gutter, median curb, porkchop islands, pedestrian ramps, and sidewalk subgrade preparation, aggregate base placement, and concrete improvements. GES will sample and perform laboratory testing on the subgrade, aggregate base, and slurry seal aggregate materials for acceptance.

We anticipate that the quality acceptance of concrete will require slump, air content and temperature testing on each sample and that strength testing will be based on the compressive strength of cylindrical test specimens. We will mold 5 cylinders from each concrete sample (a cylinder for testing at 7-day, a cylinder for testing at 14-day, and three cylinders for testing at 28-day).

GES will aim, if possible, to retrieve the concrete samples from the job site during our site visits for the scheduled sampling and testing tasks, to minimize the number of separate trips for sample retrieval.

We will perform informational density testing of the AC plant mix pavement during placement and work with the paving contractor to ensure the required minimum compaction specification is being met. Two asphalt samples will be taken for Gradation, AC Content, Theoretical Maximum Specific Gravity, and Marshall Stability, Flow and Unit Weight laboratory testing.

Final Report

After the completion of our scope of services, GES will prepare a final report summarizing our observation and testing and submit to the Client for review and approval.

Exclusions and Additional Services

Our Estimated Fees exclude any tasks not specifically outlined in this proposal including but not necessarily limited to the following: expert witness testimony or legal representation; detailed review and evaluation of background documentation; structural engineering consultation; structural evaluation of existing structures and improvements; observation or testing during demolition; supervision or coordination of contractor work; geotechnical explorations; obtaining or preparing permits; work plans; safety plans; services performed over 8 hours per day and all services on holidays and weekends; source acceptance sampling and testing of concrete and asphalt aggregates; inspections for structural wood construction; observation and testing during structural steel shop fabrication; non-destructive testing of welds; observations and testing of fireproofing and firestopping; standby time; re-testing or re-inspecting work; NCR resolution; surveying; architectural observation and inspections; observation and testing of reinforcing or concrete for bollards or light standards; inspections for Exterior Insulation and Finish System (EIFS); observation and testing for non-structural site improvements; observation and testing for off-site improvements; shoring system design; previous work performed by others; and any other services not specifically listed in this proposal.

Overtime services (Client-requested services performed over 8 hours per day and all services on holidays and weekends) will be charged at 1.3 times the hourly rates shown on the attached Fee Estimate.

Additional services not included in the scope described herein may be requested and a separate proposal with a scope of services and associated fees for additional services can be prepared.

We appreciate the opportunity to provide our professional services. We hope to be able to meet with you and discuss the details of our services to be provided. Please feel free to contact our office at (775) 622-3844 if you have any questions or comments regarding this proposal.

Sincerely,
Geotechnical & Environmental Services, Inc.

Damon Mazy
Construction Management Specialist

Shane Cocking, P.E.
Engineering Manager

DM:SRC:vs

End: QAA Construction Materials Observation and Testing Fee Estimate

Dist: PDF emailed to addressee at melissa.murphy@westwoodps.com
Copy to proposal file



Exhibit "B"

WORK ORDER AUTHORIZATION GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

7150 Placid Street
Las Vegas, Nevada 89119
Ph: (702) 365-1001
Fax: (702) 341-7120

530 Commerce Circle
Mesquite, Nevada 89027
Ph: (702) 346-4489
Fax: (702) 346-0525

5301 Longley Lane, Building. H, Suite 116
Reno, Nevada 89511
Ph: (775) 622-3844
Fax: (775) 622-3562

We make the ground work for you...®

Client: Westwood Professional Services, Inc.
Address: 5725 W. Badura Avenue, Suite 100
City, State, Zip: Las Vegas, Nevada 89118
Phone: (702) 284-5313 **Fax:** N/A
 Individual Partnership Joint Venture Corporation
Ordered By: Melissa Murphy
Email Address: melissa.murphy@westwoodps.com

Date: May 2, 2023
Proposal No.: R20236511C1
Project Name: Signal Modifications 22-01 and 23-01
Project Location: City of Reno, City of Sparks,
and within NDOT right-of-way.
Owner of Record: N/A
Preparer: SC **Reviewer:** SC

Description of Work:

The project includes construction management and materials testing for various intersection improvements at multiple intersections within City of Reno, City of Sparks, and within Nevada Department of Transportation right-of-way.

Fee: \$102,230.00

Amount of Retainer Required: \$ 0.00

Approximate Date of Completion: TBD

AGREEMENT:

- It is agreed that the above work is to be performed by GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. ("Consultant") for Client's account and that he/they will be billed on a time and material basis at the prevailing rates and at 1.3 times the prevailing rates for work performed on Holidays, weekends, and in excess of 8 hours in a working day as said work progresses, unless exception is shown in writing here: N/A
- Client agrees that they shall be responsible for payment of all costs and expenses incurred by GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC., including such moneys as they may at their option advance for Client's account for fees and other incidental expenses up to date of completion of the entire work of which this order may be a part, or until such time as the Client gives the Consultant written notice to cease further work. In the event of such written notice, all sums due the Consultant shall be immediately payable. This agreement is to be governed by the laws of the State of Nevada.
- The Consultant will strive to perform the services under this agreement using that degree of care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No other warranty, expressed or implied, is included or intended in this agreement, or any report, opinion, document, or otherwise. Client and Consultant agree that subsurface conditions may vary from those encountered in borings, surveys or explorations, and that conclusions must be based upon available information.
- Client agrees to indemnify and hold GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. harmless from all claims which are not due to work performed by or from the negligence of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. This includes all claims due to the presence of hazardous substances which existed prior to this contract, except from conditions caused by the negligence of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. Client also agrees to defend and pay on behalf of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. any and all judgments resulting thereof.
- Consultant reserves the right to record a Notice of Lien pursuant to Chapter 108 of Nevada Revised Statutes unless prior arrangements have been made. All costs and attorney's fees for preparing, filing, recording, releases, or foreclosures are to be borne by the Client.
- GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. currently maintains a policy of professional liability insurance. Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and subconsultants, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, or resulting services rendered by Consultant's relating to the Project or this Agreement, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$100,000, whichever is greater.
- Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of receipt of Consultant's invoice. Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Consultant's invoice, and Client agrees to waive any claim against Consultant, and to indemnify, defend, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination due to Client's failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to one and one-half percent (1½%) per month, which is an annual percentage rate of eighteen percent (18%) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute shall be called to Consultant's attention within ten days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve their differences. If Client and Consultant shall be unable to resolve their differences within 25 days, Consultant shall have the right to suspend or terminate service. In the event the Consultant should file suit to enforce payment thereof, the Client does promise and agree to pay reasonable attorney's fees. In the event the Consultant should assign the Client's account for collection of amount due, Client does promise and agree to pay the cost for collection in the amount of 25% of the amount owed and assigned.
- If litigation is commenced concerning the project, this Agreement or the rights and duties of the parties in relation thereto, the party prevailing in such litigation shall be entitled to a reasonable sum for their attorney's fees in such litigation which shall be determined by the court.
- This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. Any modification of this Agreement must be documented by a written Change Order and signed by both parties. The provisions of this Agreement are severable, and if one or more provisions are determined to be unenforceable, in full or in part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provision, to the extent enforceable, shall not be affected in any respect whatsoever. The terms of this Agreement shall be binding on and shall inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties hereto.

ACCEPTED AND AGREED TO

Client: WESTWOOD PROFESSIONAL SERVICES, INC.

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

By: _____ Date: _____

By: _____ Date: _____

Printed Name: _____

Printed Name: Shane Cocking, PE, Engineering Manager

September Fee Schedule Year= **2023**

Fee Schedule = **1**

CONSTRUCTION MATERIALS TESTING AND OBSERVATION FEE ESTIMATE

Project Name: **Signal Modificaitons 22-01 and 23-01**
 Project Number: **R20236511C1**
 Estimated By: **Shane Cocking**
 Date: **5/8/2023**
 Schedule: **2022 T-1**

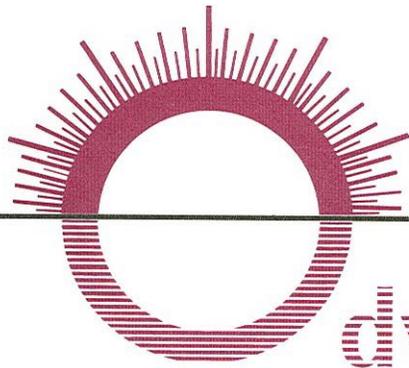


Inspection & Testing

Notes

	Field Testing				
MATERIALS TECHNICIAN		Inspection/Testing of Improvements	100 trips @	8 hours/trip @	\$110 per hour \$88,000.00
	Lab Testing				
SIEVE ANALYSIS		Native & Slurry Seal	3 tests @		\$135 per test \$405.00
ATTERBERG LIMITS- PLASTICITY INDEX		Native & Slurry Seal	3 tests @		\$95 per test \$285.00
MODIFIED COMPACTION PROCTOR		Native & Import Materials	2 tests @		\$225 per test \$450.00
CONCRETE COMPRESSIVE STRENGTH - CONCRETE CYLINDER		PCC	15 sets @	5 cyls/set @	\$30 per cyl \$2,250.00
RICE UNIT WEIGHT		HMA	2 tests @		\$125 per test \$250.00
MARSHALL STABILITY, FLOW AND COMPACTION		HMA	2 tests @		\$225 per test \$450.00
EXTRACTION/GRADATION		HMA	2 tests @		\$325 per test \$650.00
	Earthwork Coordination and Reporting				
SENIOR PROJECT ENGINEER		Meetings, Final Summary		18 hours @	\$185 per hour \$3,330.00
STAFF ENGINEER		DFR's/Lab Results/Final Summary		50 hours @	\$120 per hour \$6,000.00
ADMINISTRATIVE ASSISTANT		Admin Assist		2 hours @	\$80 per hour \$160.00
				Subtotal=	\$102,230.00

Estimated Fee for On-site Testing and Observations= \$102,230.00 100.0%



895 Roberta Lane, Suite 104, Sparks, NV 89431
(775) 359-3303 Fax (775) 359-3329

odyssey ENGINEERING
INCORPORATED

May 19, 2023

via email: Melissa.Murphy@westwoodps.com

Melissa Murphy
Westwood Surveying & Engineering
5760 S. Arville Street, Suite 216
Las Vegas, NV 89118

Re: RTC Intersection Rehab
Survey Construction Services

Dear Melissa:

Based on your recent request, Odyssey Engineering is pleased to submit this proposal to provide surveying services for the intersections, as shown on the Traffic Signal Modification Plans 22-01. We propose to provide the following surveying services for the listed intersections below:

- McCarran Boulevard / Clear Acre Lane = \$1,240
- Battle Born Wat / Galletti Way = \$1,860

Provide one set of preliminary curb off-set stakes for all horizontal curves, grade breaks, transitions, for rough grading sidewalk area.

Provide one set of final curb off-set stakes for all horizontal curves, grade breaks, transitions, for final grading the sidewalk area.

- El Rancho Drive / G Street = \$2,200

Provide one set of preliminary curb off-set stakes for all horizontal curves, grade breaks, transitions, for rough grading sidewalk area.

Provide one set of final curb off-set stakes for all horizontal curves, grade breaks, transitions, for final grading the sidewalk area.

Odyssey Engineering Incorporated proposes to provide the scopes of work listed for a fixed fee in the amount of our proposed amounts. Monthly progress billings will be made on a time and materials basis in accordance with our current fee schedule. Invoices will be due upon receipt and will be past due 30 days after receipt.

Additional work will not be performed or charged without your prior written approval.

Please call if you should have any questions or if you require additional information.

We at Odyssey Engineering thank you for the opportunity to submit this proposal. Please call if there are any questions, or if you require additional information.

Sincerely,

Odyssey Engineering Incorporated

Client Approval

Rusty. Combest, P.L.S. DATE
Survey Manager

Melissa Murphy DATE
Westwood Surveying & Engineering



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.3.2

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Vista Boulevard/Disc Drive Intersection Improvement Project PSA with Wood Rodgers, Inc.

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., for design and optional construction management services for the Vista Boulevard/Disc Drive Intersection Improvement Project, in an amount not-to-exceed \$413,155.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., is for professional design services for the Vista Boulevard/Disc Drive Intersection Improvement Project in the amount of \$170,065, optional design services in the amount of \$9,970, and optional engineering during construction services (EDC) in the amount of \$208,120. Project contingency in the amount of \$25,000 is also included in the agreement.

This project includes the design of safety and operational improvements at the following locations:

- Vista Boulevard and Disc Drive intersection in Sparks
 - Construct a new southbound Vista to westbound Disc right turn lane
 - Construct a new westbound Disc to southbound Vista left turn lane
 - Extend the eastbound Disc to northbound Vista left turn lane
 - Nichols Boulevard at the TA Truck Stop driveway in Sparks
 - Construct channelizing islands to prevent large trucks from turning right when exiting the truck stop
 - Mira Loma Drive and Veterans Parkway intersection in Reno
 - Construct geometric modifications to improve the sight distance of the crosswalk for the eastbound Mira Loma to southbound Veterans right turn
-

Wood Rodgers, Inc., was selected from the qualified Traffic Engineering Design and Construction Management Services list to perform engineering, construction management, and quality assurance. Wood Rodgers' scope, schedule, and budget indicated the amount for design services is within the appropriated budget.

- Design Kickoff: November 2023
- 50% Design Submittal: March 2024
- 90% Design Submittal: August 2024
- Construction: Spring 2025

FISCAL IMPACT

Fuel tax appropriations are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

3/18/2022 Approved the 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 Wood Rodgers, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the 22-07 Traffic Engineering Design and Construction Management Services shortlist to perform design and construction management in connection with Vista-Disc Intersection Improvement 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 the Exhibit B. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Tasks 1 to 2 and Tasks 4 to 6)	\$170,065
Design Contingency (Task 7)	\$15,000
Engineering During Construction Services (Tasks 8A-E)	\$208,120
Engineering During Construction Contingency (Task 9)	\$10,000
<u>Design Optional Services (Task 3)</u>	<u>\$9,970</u>
Total Not-to-Exceed Amount	\$413,155

- 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 Alex Wolfson 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's Project Manager is Bryan Gant 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
Alex Wolfson
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
awolfson@rtcwashoe.com
(775) 335-1880

CONSULTANT: Bryan Gant, P.E.
Principal Engineer
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, Nevada 89502
bgant@WoodRodgers.com
(775) 823-4068

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

WOOD RODGERS, INC.

By: _____
Bryan Gant, PE, Principal Engineer

Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES FOR THE VISTA/DISC INTERSECTION IMPROVEMENT PROJECT (Vista Blvd./Disc Dr., Nichols Blvd., and Mira Loma Dr./Veterans Pkwy.) RTC Project Number 0247013

BACKGROUND

The project consists of improvements to the Vista Blvd./Disc Dr. intersection to reduce existing queuing and delay. Improvements are envisioned to consist of a new southbound to westbound right-turn lane, a new westbound to southbound left-turn lane, expanded eastbound left-turn capacity, ADA upgrades, signal infrastructure enhancements, and associated improvements. The project also includes minor improvements on Nichols Blvd. at the TA Truck Stop eastern driveway to discourage right-turns by trucks and minor improvements at the Mira Loma Dr./Veterans Pkwy. eastbound right-turn lane to improve sight distance and pedestrian safety.

1. PROJECT MANAGEMENT

Prepare monthly progress reports, invoices, and billing.

Coordination with RTC project manager and staff will be ongoing throughout project, as well as with subconsultants and vendors, as necessary. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate throughout the project.

Other interested parties will include the City of Sparks and City of Reno.

Deliverables – Invoicing and progress reports.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1. Pavement Design

CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. It is noted that this exercise is limited to understanding the necessary pavement tie in points. No specific pavement corrections are anticipated within this scope of services other than potentially adjusting pavement limits slightly to accommodate existing utilities or any existing pavement irregularities.

Pavement design will be limited to providing recommendations for limits of slurry seal, grind and overlay, and/or matching existing pavement sections. No specific pavement design or geotechnical engineering is included within this scope of services.

Deliverables – Pavement Design Recommendations Memorandum.

2.2 Condition Survey

CONSULTANT will evaluate existing pedestrian ramps and traffic signals for compliance with current PROWAG standards and MUTCD compliance at the Vista Blvd./Disc Dr. intersection only.

Deliverables – Condition Survey and Recommendations Memorandum.

2.3 Utility Investigation/Depiction

Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right-of-way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 3, Preliminary Design.

Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 3, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

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 plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitating meetings, reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporating the utility work into the RTC plans.

Deliverable – Depiction of subsurface utilities on plan sheets developed under Section 3, Preliminary Design.

2.4 Topographic Survey

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery for all project areas. Ground control and photo identification points will be established and measured. In areas where there are planned specific civil improvements

(excludes interconnect and striping only areas), One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measure and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, to identify any utility facilities located on the subject roadways and adjacent parcels, and to provide design level topo on hardscape tie areas. Project accuracy will conform to general accepted photogrammetric standards established by the ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014).

Deliverable – Aerial photo of project area along with Topographic Survey for areas of specific civil in CAD format.

2.5 Right-of-Way Mapping / Engineering

CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The record right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included within this task except for APN 035-263-09, located at the northwest corner of Vista Boulevard and Disc Drive.

CONSULTANT will perform a boundary survey for this parcel obtaining all pertinent boundary and right-of-way documentation of the area including, but not limited to: title reports, record mapping, deed documents, right-of-way mapping and supporting information. CONSULTANT will locate all existing monumentation located on the abutting parcels and right-of-way. In addition to the monumentation, CONSULTANT will locate existing street hardscape and/or building faces, which will be essential in the determination of the right-of-way location in areas of little or no monumentation. CONSULTANT will compare record maps and title documentation for the properties. CONSULTANT will analyze calculated and measured distances and compare them to record data. A right-of-way boundary resolution will be provided and, if necessary, meet with the client to discuss boundary conflicts and possible courses for conflict resolutions.

It is estimated the project will require up to one (1) partial fee acquisition to construct the planned improvements. CONSULTANT will prepare meets and bound legal descriptions and exhibits for the affected parcel. A grant, bargain, sale deed or easement document will be prepared for each parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

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

Deliverables – Record Right-of-Way in CAD format; legal descriptions/exhibits for easements/acquisitions.

2.6 Traffic Analysis

To support the improvement design, CONSULTANT will review the Vista Blvd./Disc Dr. ICE Analysis (Westwood) and appendices to extrapolate storage lengths for the intersection. Recommended southbound to westbound right turn, westbound to southbound left turn and eastbound to northbound left turn pocket storage extension lengths will be documented for RTC approval prior to design based on traffic analysis results and geometric/right-of-way constraints.

Deliverables – Vista Blvd./Disc. Dr Traffic Recommendations Memorandum.

3. UTILITY POTHOLING (OPTIONAL)

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits. Work under this task shall proceed only with the RTC Project Manager's written approval.

Deliverables - Depiction of subsurface utilities with potholing locations and results on plan sheets developed under Section 4, Preliminary Design.

4. PRELIMINARY DESIGN

30% Conceptual Alternatives Exhibits and Cost Estimates. CONSULTANT will prepare conceptual alternatives Exhibits and conceptual cost estimates suitable for RTC and Local Government to review and determine the preferred alternative to advance to Preliminary and Final Design.

50% Plans and Specifications. CONSULTANT will prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Plans may include preliminary landscape

mitigations along Vista Blvd. and Disc Dr. per coordination with the City of Sparks. No other landscape improvements are anticipated.

Following receipt of comments resulting from RTC and Local Government review of the 50% Preliminary Plans submittal, CONSULTANT will prepare right-of-way exhibits for right-of-way needs, submit to RTC for review and attend one in-person meeting with RTC to set right-of-way.

Drainage improvements are limited to perpetuating existing drainage flows and conveyance, as such a full drainage report is not anticipated with this scope of services at this time. CONSULTANT will prepare a brief technical drainage memorandum summarizing drainage improvements for the project.

Deliverables – 30% Conceptual Alternatives Exhibits and Estimates to RTC, City of Sparks and City of Reno. 50% Preliminary Plans and Preliminary (50%) Construction Cost Estimate and Drainage Technical Memorandum submitted to RTC, City of Sparks, and City of Reno. Right-of-Way Exhibits submitted to RTC.

5. FINAL DESIGN

CONSULTANT will 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 in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

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

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Horizontal Control Plan
- Typical Section Sheets
- Plan/Profile Sheets (at 1"=20')
- Grading Sheets (at 1"=20')
- Signage and Striping Sheets (at 1"=20')
- Traffic Signal Sheets (at 1"=20')
- Landscaping Plans (if applicable) (at 1"=20')
- Detail Sheets (scales as noted).

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada

Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity, utility agencies and other affected parties for review at the 50%, 90% and 100% stages of completion per the following:

- 50% & 90% Plans –Two 11”x17” sets to RTC, two 11”x17” sets to Local Entity, and one 11”x17” set each to utility agencies and other affected parties.
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – One 11”x17” each to RTC and Local Entity.
- 100% Specifications – One set each to RTC and Local Entity.

Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

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

CONSULTANT will provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables – 90% & 100% Plans, 90% & 100% Construction Cost Estimate, and 90% and 100% Technical Specifications submitted to RTC, City of Sparks, and City of Reno

6. BIDDING SERVICES

Plan Set and Specification Distribution: CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in RTC’s Procureware system.

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

Bid Opening: CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will

tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

Deliverables – Attendance at Pre-Bid meeting and Bid Opening, bid review and tabulation, documentation of questions and responses during bidding, Addenda (if needed).

7. DESIGN CONTINGENCY (OPTIONAL)

This is a design contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not- to exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

8. A - E ENGINEERING DURING CONSTRUCTION SERVICES (OPTIONAL)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. At this time, the budget for these services are prepared based upon full depth construction in turn pocket extension areas with a contract duration of 50 Working Days. Should this be changed during the design process, this fee will be adjusted as appropriate.

8.A Contract Administration (Optional)

Provide contract administration services as follows:

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

8.B Construction Surveying (Optional)

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50-foot stations and 25-foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

8.C Inspection (Optional)

Provide Inspector. Provide one full time inspector during all construction activities. 10-hour workdays and a 45 working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

8.D Materials Testing (Optional)

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

Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.

Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 180 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200-foot intervals per every 1,000-foot segment. A core will be taken in every 1,000-foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

8.E Record Information (Optional)

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

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

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

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

9. ENGINEERING DURING CONSTRUCTION CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 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.

PRELIMINARY SCHEDULE

While the schedule may fluctuate based upon agency and other coordination, the targeted schedule for these services are as follows:

Milestone	Estimated Completion	Duration
Notice to Proceed	November 2023	
50% PS&E Submittal	1 st Quarter 2024	4 months
50% Agency Review	2 nd Quarter 2024	1 month
ROW Setting	2 nd Quarter 2024	1 month
90% PS&E Submittal	3 rd Quarter 2024	3 months
90% Agency Review	3 rd Quarter 2024	1 month
100% PS&E Submittal	4 th Quarter 2024	2 months
ROW Acquisition	2 nd Quarter 2025	12 months
Advertise	2 nd Quarter 2025	1 month
Construction	2 nd Quarter 2025	2 months

Exhibit B

Compensation

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, City of Reno, and City of Sparks, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.3.3

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: 2024 Corrective Maintenance - Somerset Parkway

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., for design and engineering during construction services related to the 2024 Corrective Maintenance Project on Somerset Parkway, in an amount not-to-exceed \$1,255,800.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., (Wood Rodgers) is for professional design services for the 2024 Corrective Maintenance Project in the amount of \$537,680, optional engineering during construction services (EDC) in the amount of \$618,120, and contingency in the amount of \$100,000. The project includes corrective pavement maintenance, including a mill and overlay on Somerset Parkway.

Wood Rodgers was selected from the Civil Engineering Design and Construction Management Services for the Streets & Highways Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. Negotiation of Wood Rodgers' scope, schedule, and budget indicated the amount for design services is within the appropriated budget. The targeted schedule for these services is as follows:

- Notice to Proceed: November 2023
- Final Design: June 2024
- Begin Construction: August 2024
- End Construction: October 2024

FISCAL IMPACT

Fuel Tax appropriations for this item are included in the FY 24 Capital Budget.

PREVIOUS BOARD ACTION

6/17/2022 Approved the Qualified Consultant List for Engineering Design and Construction Management Services.

**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 Wood Rodgers, Inc. (CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Qualified List to perform final design and Engineering during Construction in connection with the Somerset Parkway, Mae Anne Ave to Del Webb Pkwy 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 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 Statement of Qualifications. 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 4)	\$537,680
Design Contingency (Task 5)	\$50,000
Optional Services (Tasks 6 to 7)	\$618,120
<u>Contingency</u>	<u>\$50,000</u>
Total Not-to-Exceed Amount	\$1,255,800

- 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, 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 Mark Casey, 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
Scott Gibson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: sgibson@rtcwashoe.com
(775) 335-1874

CONSULTANT: Mark Casey, P.E.
Vice President
Wood Rodgers, Inc.
1360 Corporate Boulevard
Reno, Nevada 89502
Email: mcasey@woodrodgers.com
Phone (775) 823-9443

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

Wood Rodgers, Inc.

By: _____
Mark Casey, P.E., Vice President

Exhibit A

Scope of Services

EXHIBIT A
SCOPE OF SERVICES AND SCHEDULE
FOR THE
SOMERSET PKWY, MAE ANNE AVE TO DEL WEBB PKWY PROJECT
RTC PROJECT NUMBER 0244011

SCOPE OF SERVICES

This will generally consist of the following tasks:

Preliminary Design, Final Design and Construction Management of Somerset Parkway from Mae Anne Avenue to Del Webb Parkway (Project). The preliminary design phase of the Project is anticipated to include preliminary design of approximately 4.1 miles of roadway. Final design is planned to build upon the preliminary design which is anticipated to include pavement section rehabilitation, pedestrian ramp and path improvements as well as a minor amount curb and gutter reconstruction and landscape modifications incidental to the project to accommodate improvements and other incidentals necessary for a complete design of the Project. No right-of-way acquisitions and/or easements are anticipated to be needed for these improvements.

1. PUBLIC AND AGENCY INVOLVEMENT

1.1 Public Information Meetings

Public Information Meeting will be held once during preliminary design and once again before construction with the property owners adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic control, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. CONSULTANT will provide addressed post cards (anticipated to include properties within 500-feet of the project area) to RTC for mailing (RTC will pay postage separately). CONSULTANT will provide the RTC Project Manager with meeting materials for their use during Public Meetings. CONSULTANT will assist RTC in promoting public meetings on social media. CONSULTANT will provide up to two (2) staff members to attend up to two (2) public meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (2) meetings.

1.2 Home Owner Association (HOA) Meetings

The Project will be presented by the RTC Project Manager at HOA meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with presentation materials for their use during HOA meetings. CONSULTANT will provide up to two (2) staff

members to attend up to two (2) HOA meetings to assist with responding to questions from attendees.

Deliverables – Meeting materials and attendance at (2) meetings.

1.3 Agency Coordination

The project is within the City of Reno, as such coordination with the City as well as the RTC is anticipated throughout the design process. A total of 6 meetings over a span of 6 months has been anticipated along with supporting materials for each meeting.

Deliverables – Meeting materials, attendance at six meetings.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1 Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current PROWAG standards.

Note that the extensive private pedestrian paths are excluded from this survey.

2.2 Traffic Data

Available traffic data is in need of an update for this section of roadway to estimate the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. CONSULTANT will provide 48-hour traffic counts to verify current ADT, truck/bus classifications and percentages and use future growth estimates for developing planned future traffic.

Deliverables – Existing Traffic Data, Traffic Growth rates and Proposed Traffic Data.

2.3 Topographic Survey

CONSULTANT will perform a topographic survey of the project site (Somerset Pkwy from Mae Anne Ave intersection to West Del Webb Pkwy intersection. An unmanned aerial system (UAS) will be utilized to collect digital photographs. A conventional ground survey of all intersections, driveways, utilities and dips will be conducted. Ground control and photo identification points will also be established and

measured. One (1) foot contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the Nevada GPS (NVGPS) and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located which will include fences, roads, street improvements, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the map, including underground pipe sizes and elevations. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located. Project accuracy will conform to general accepted professional specifications established by the ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014).

2.4 Geotechnical Investigation

CONSULTANT will prepare and submit a traffic control plan and encroachment permit application to the City of Reno as necessary. Traffic control will be provided during all phases of exploration performed within and adjacent to the active roadway. Consultant will notify Underground Service Alert (USA) of the planned field exploration program at least three working days in advance of any excavation work.

Seventy-two (72) to eighty-six (86) asphalt concrete cores will be collected along Somersett Parkway (~500-to-600-foot centers). Rapid set high strength grout will be used to backfill the pavement portion of the structural section. The aggregate base section will be dug through at approximately half of the asphalt concrete core locations to better understand the existing structural section throughout the project alignment.

The results of our field exploration and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Professional Engineer. Our final report will address the following items:

- Site plan showing approximate locations of our explorations.
- Logs of explorations.

Deliverables – Geotechnical data report

2.5 Utility Investigation/Depiction

- a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 4, Preliminary Design.

- b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
- c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitate meetings, review utility's design/cost for incorporation into a reimbursement agreement and/or incorporate the utility work into the RTC plans.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

2.6 Pavement Design

CONSULTANT will identify feasible pavement restoration alternatives for the project. Among the alternatives that will be considered are:

- Full-depth patching
- Mill and fill

CONSULTANT will prepare a separate pavement design utilizing the RTC's Structural Design Guide for Flexible Pavement (Nov. 2022).

Deliverables – Pavement Design.

3. PRELIMINARY DESIGN

3.1 Preliminary Roadway Design (30% Design)

CONSULTANT will prepare Preliminary Design Plans (30% Design) that will be suitable for RTC and City of Reno review. The Preliminary Plans will be on 22" x 34" size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Preliminary Roadway Plan sheets
- Preliminary Striping Plans

Preliminary Roadway Plans and Striping Plans: These Plans will include preliminary plan layouts showing limits of pavement rehabilitation, pedestrian ramp improvements, utilities and striping layout.

Right of Way: Washoe County record R/W lines will be presented within this set of plans. No actual Right of Way confirmation is included within this scope of services.

CONSULTANT will prepare a preliminary construction cost estimate based on the preliminary plans.

CONSULTANT will prepare a drainage analysis reviewing the existing drainage through the corridor and provide recommendations on any corrections needed within the project limits.

Deliverables – Preliminary Plans (30% Design), Preliminary Construction Cost Estimate, Drainage Report.

4. FINAL DESIGN

4.1 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 on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan sheets, record R/W lines, cross-sections and construction/slope limits. The final plan set is anticipated to include approximately the following sheets:

- Cover Sheet
- Notes, Legend and Abbreviations Sheet
- Horizontal Control
- Demolitions Plans (at 1"=20' scale)
- Plan Sheets (at 1"=20' scale)

- Signing and Striping Plan Sheets (at 1"=20' scale)
- Detail Sheets (scales as noted)

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

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation of each section of the plans and specifications. 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 100% stages of completion per the following:

- 60% & 90% Plans – One 11”x17” set to RTC, six 11”x17” sets to City of Reno, and one 11”x17” set each to utility agencies.
- 90% Specifications – One set each to RTC and City of Reno
- 100% Plans – One 11”x17” each to RTC and City of Reno
- 100% Specifications – One set each to RTC and City of Reno

An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

CONSULTANT will meet monthly with the RTC Project Manager throughout the duration of Final Design to discuss the progress of the Project. The CONSULTANT will prepare meeting agendas prior to each meeting and prepare meeting minutes following each meeting.

Deliverables – Final Plans and Specifications delivered to the RTC, City of Reno and Utilities, attendance at monthly meetings and preparation of meeting agendas and minutes.

4.2 Final Engineer’s Opinion of Probable Construction Costs and Time (Optional)

Provide a final Engineer's opinion of probable construction costs for the Project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables – Opinion of Probable cost and time of construction.

5. DESIGN CONTINGENCY (OPTIONAL)

This is a design contingency for miscellaneous increases within the scope of this contract that cannot readily be quantified presently. 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.

6. BIDDING SERVICES (OPTIONAL)

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

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

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

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

7. CONSTRUCTION MANAGEMENT (OPTIONAL)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. At this time, the budget for these services is prepared based upon a Reconstruction with Asphalt Concrete pavement surface with a contract duration of 120 Working Days. Should this be changed during the design process, this fee will be adjusted as appropriate.

7.A. Provide Contract Administration (Optional)

Provide contract administration services as follows:

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

7.B. Provide Construction Surveying (Optional)

Provide construction staking as follows:

- One set of stakes for demolition limits.
- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50-foot stations and 25-foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- One set of foundation stakes for the transit station structure.
- Roadway monuments, referenced in four directions.

7.C. Provide Inspection (Optional)

Provide Inspector. Provide one full time inspector during all construction activities. 10-hour workdays and a 120 working day contract period is anticipated. This inspector will:

- Attend the preconstruction conference

- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blue-line set of drawings to incorporate contractor record drawing mark-ups

7.D. Provide Materials Testing (Optional)

- a. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
- b. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
- c. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.

- d. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 750 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
- e. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each “lot” (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
- f. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
- g. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

7.E. Record Information (Optional)

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

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

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

The Record Drawings shall include a scan of the original title sheet (including the

appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

8. CONSTRUCTION MANAGEMENT CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 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.

ANTICIPATED SCHEDULE

While the schedule may fluctuate based upon agency and other coordination, the targeted schedule for these services are as follows:

Notice to Proceed	November 20, 2023
Initial Preliminary Plans Submittal	March 2024
Initial Final Plans Submittal	June 2024

Exhibit B

Compensation

EXHIBIT "B" cont.



CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$260
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$245
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$230
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$200
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$165
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$145
Designer	\$95
Senior CAD Technician/Graphics Designer II	\$165
Senior CAD Technician/Graphics Designer I	\$155
CAD Technician/Graphics Designer	\$135
Project Coordinator	\$135
Administrative Assistant	\$115
Construction Manager	\$175
Senior Inspector II	\$145
Senior Inspector I	\$130
Inspector II	\$125
Inspector I	\$105
Senior Field Technician I	\$130
Field Technician II	\$110
Field Technician I	\$95
1 Person Survey Crew	\$175
2 Person Survey Crew	\$230
3 Person Survey Crew	\$305

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 62.5 cents per mile.



WOOD RODGERS

Exhibit B cont.
LABORATORY TESTING SERVICES FEE SCHEDULE
Effective January 1, 2021

TEST SUMMARY	UNIT PRICE
INDEX TESTS	
Visual Classification (ASTM D2488)	
a) Standard	20.00
b) Shelby Tube	20.00
Moisture Content (ASTM D2216)	23.00
Moisture Content & Dry Density (ASTM D2937)	40.00
Atterberg Limits (ASTM D4318)	
a) Plastic Index	110.00
b) Non-plastic	75.00
Particle Size Analysis (D6913)	100.00
a) Comb. Bulk Sieve Analysis (ASTM D6913)	150.00
Specific Gravity and Absorption	
a) Soils (ASTM D854)	95.00
b) Coarse Aggregates (ASTM C127)	95.00
c) Fine Aggregates (ASTM C128)	95.00
Organic Content (ASTM D2974)	110.00
MOISTURE-DENSITY RELATIONS	
Laboratory Compaction Curve (ASTM D1557/D698)	
a) Method A or B (4-inch mold)	175.00
b) Method C (6-inch mold)	200.00
Modified or Standard Check Point (4 or 6-inch mold)	95.00
Oversized Particles Rock Correction (ASTM D4718)	75.00
Harvard Miniature (Nevada T101)	175.00
California Impact (CAL 216)	200.00
Resistance Value & Expansion Pressure (ASTM D2844)	255.00
R-Value Including Soil Amendment (ASTM D2844)	300.00
California Bearing Ratio, three point (ASTM D1883)	600.00
CBR Including Soil Amendment (ASTM D1883)	Quote
AGGREGATE TESTS	
Percent Passing No 200 Sieve (ASTM C117)	95.00
Sieve Analysis (ASTM C136)	100.00
Sand Equivalent (ASTM D2419)	100.00
Hydrometer & No. 10 Sieve (ASTM D 422)	250.00
Durability Index (ASTM D3744)	145.00
Cleanness Value (CAL 227 & 120)	130.00
Organic Impurities in Sand (ASTM D40)	65.00
Clay Lumps, per sieve fraction (ASTM C142)	90.00
Crushed Particles/Fractured Faces (ASTM D5821)	95.00
Sodium Soundness, per sieve fraction (ASTM C88)	95.00
Dry Rodded Unit Weight (ASTM C29)	65.00
L.A. Abrasion, minus 1½-inch (ASTM C131)	165.00
L.A. Abrasion, minus 3-inch (ASTM C535)	200.00



WOOD RODGERS

Exhibit B cont.
LABORATORY TESTING SERVICES FEE SCHEDULE
Effective January 1, 2021

TEST SUMMARY	UNIT PRICE
AGGREGATE TESTS (CONTINUED)	
Lightweight Particles (ASTM C123)	170.00
Uncompacted Void Content (ASTM C1252)	75.00
Potential Alkali Reactivity (16 day) (ASTM C1260)	
a) Coarse Aggregate	800.00
b) Fine Aggregate	750.00
Potential Alkali Reactivity (1 year) (ASTM C1293)	
a) Coarse Aggregate	2,200.00
b) Fine Aggregate	2,000.00
Potential Alkali Reactivity of Cementitious Materials (ASTM C1567)	
a) Coarse Aggregate	1,400.00
b) Fine Aggregate	1,250.00
SOIL STRENGTH TESTS	
Unconfined Compression (ASTM D2166)	100.00
Direct Shear - 3 Points (ASTM D 3080)	390.00
Triaxial Shear, per point (max. 3" dia.)	Quote
Consolidation (ASTM D2435)	360.00
Swell-Consolidation (ASTM D4546)	
a) Methods A & B	250.00
b) Method C	425.00
Free Swell	100.00
UBC, Expansion Index (ASTM D4829)	165.00
HYDRAULIC CONDUCTIVITY	
Fixed-wall Permeability (ASTM D2435)	Quote
Flexible-wall Permeability (ASTM D5084)	Quote
CONCRETE & MASONRY TESTING	
Compression Strength Test Cylinders	
a) Concrete (ASTM C39)	27.00
b) Mortar (UBC 24-22)	30.00
c) Grout (UBC 24-28)	27.00
d) Hold Cylinders, not tested	22.00
e) Beam Flexural Strength (ASTM C78)	95.00
f) Drilled Concrete Cores (ASTM C42/ C174/ C1542)	55.00
Lightweight / Insulating Concrete	
a) Compression (ASTM C495)	27.00
b) Unit Weight (ASMT C567)	45.00
Concrete Masonry Unit (CMU)	
a) Compression (ASTM C140)	175.00
b) Absorption, Moisture Content & Unit Weight (ASTM C140)	95.00
CMU Prism Compression (UBC 24-26)	250.00



WOOD RODGERS

Exhibit B cont. LABORATORY TESTING SERVICES FEE SCHEDULE Effective January 1, 2021

TEST SUMMARY	UNIT PRICE
CONCRETE & MASONRY TESTING (CONTINUED)	
Rapid Chloride Permeability (ASTM C1202)	500.00
Youngs Modulus (ASTM C469)	110.00
Concrete Air / Oven Dry Unit Weight (ASTM C567)	170.00
Splitting Tensile (ASTM C496)	50.00
ASPHALT CONCRETE TESTS	
Marshall Mix Design (MS-2 Manual)	Quote
Superpave Mix Design (MS-2 Manual)	Quote
Rubber Binder Design	Quote
Tensile Strength Ratio (TSR)	Quote
Moisture Content (ASTM D1461)	22.00
Asphalt Content, Solvent Extraction (ASTM D2172)	155.00
Asphalt Content, Ignition Solvent Extraction (ASTM D2172)	155.00
Sieve Analysis/Gradation (ASTM D5444)	110.00
Theoretical Maximum Specific Gravity (ASTM D2041)	130.00
Marshall Stability & Flow, 3 specimens (ASTM D6929)	240.00
Hveem Stability, 3 specimens (ASTM D1560)	240.00
Bulk Density / Unit Weight (ASTM D2726)	40.00
Asphalt Content with Rotovapor Recovery (ASTM D2172, D5404)	500.00
Gyratory Compaction (AASHTO T312) (Set of Two)	160.00
Mechanical Analysis of Extracted Aggregate (AASHTO T30)	100.00
Theoretical Maximum Specific Gravity Asphalt Mixtures (AASHTO T209)	120.00
Tensile Strength Ratio (TSR)	Quote
Hamburg Wheel (AASHTO T324)	Quote
PENETRATION & VISCOUS FLOW	
Penetration (ASTM D5)	110.00
Residue by Evaporation (AASHTO T59/ASTM D248)	110.00
Saybolt Furol Viscosity (ASTM D88, AASHTO T72)	160.00
Torsional Recovery (CTM 332)	160.00
Softening Point, Ring and Ball (AASHTO T53/ASTM D36)	110.00
SUPERPAVE ASPHALT BINDER	
PG Grading Classification (AASHTO M320)	900.00
PG Grading Verification (AASHTO M320)	700.00
Flash & Fire Point, Cleveland Open Cup (ASTM D92)	100.00
Brookfield Viscosity (ASTM D4402)	90.00
Dynamic Shear Rheometer (AASHTO T315)	150.00
Bending Beam Rheometer (AASHTO T313)	150.00
Pressure Aging Vessel (AASHTO R28)	110.00
Asphalt Binder Content Asphalt Mixture Ignition Method (AASHTO T308)	110.00
Rolling Thin Film Oven (AASHTO T240)	110.00

Exhibit C

Indemnification and Insurance Requirements



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Genfare, LLC (GFI) upgrade of Ticket Vending Machines

RECOMMENDED ACTION

Approve a contract with Genfare, LLC (GFI) to upgrade RTC's seven (7) ticket vending machines to the latest supported Link2Gov API, in an amount not-to-exceed \$114,225.

BACKGROUND AND DISCUSSION

This is a sole source procurement with Genfare (GFI) that provides RTC's ticket vending machines (TVM). FIS Biller Solutions notified RTC that the TVMs powered by GFI use one of FIS's legacy APIs for credit card authorization. FIS released a sunset date of December 31, 2023, for the Link2gov API4.4 making it necessary for GFI to upgrade to a newer API. Without this upgrade, RTC's TVMs will no longer connect to FIS for credit card authorization. Given about 1/3 of fare ticket sales are purchased with credit cards, GFI will update the TVMs by December 31, 2023, to ensure they'll work with the new FIS API for credit card processing.

FISCAL IMPACT

This item is not included in the FY2024 budget; however; local sales tax is available in the current year due to project timing and costs savings from other projects.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Sales Quotation

Sold-To-Party
 Regional Transportation Comm
 Attn: Amy Zheng
 1105 Terminal Way Suite 300
 Reno NV 89502

Ship-To-Party
 Regional Transportation Comm
 Attn: Amy Zheng
 1105 Terminal Way Suite 300
 Reno NV 89502

Information	
Sales Quote No.	5045080
Document Date	09/29/2023
Customer No.	2902
Currency	USD
Contact Name	Attn: Amy Zheng
Phone	775-348-0400
FAX	
EMAIL	accountspayable@rtcwashoe.com
Validity Start Date	09/29/2023
Validity End Date	12/31/2023
Req Ship Date	09/29/2023

End User	
Regional Transportation Comm	
Attn: Amy Zheng	
1105 Terminal Way Suite 300	
Reno NV 89502	

This quote is to upgrade RTC Washoe's 7 ticket vending machines to the latest supported Link2Gov API. It requires ticket vending machines to be on version 6.25 or later and requires Bezel 8 applications to be on version 2.4.1 or higher in order to complete the upgrade remotely.

Item	Material	Quantity	Price	Amount
10	TS-0001 FIS new API certification for 7 TVMS Delivery date: 09/29/2023	1 EA	105,000.00 USD	105,000.00
20	TS-0001 New API install on Bezel 8 Delivery date: 10/04/2023	14 EA	175.00 USD	2,450.00
30	TS-0010 Technican Travel Delivery date: 09/29/2023	1 EA	2,750.00 USD	2,750.00
40	TS-0001 On-site Bezel 8 technician hourly labor Delivery date: 10/04/2023	23 EA	175.00 USD	4,025.00
Gross Value:				114,225.00

Customer Signature: _____ **Date:** _____

Signature: _____ **Date:** 10/04/2023

Sales Representative: Josh Moskowitz **Phone:** _____

Email: _____

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

Sold-To-PartyRegional Transportation Comm
Attn: Amy Zheng
1105 Terminal Way Suite 300
Reno NV 89502**Ship-To-Party**Regional Transportation Comm
Attn: Amy Zheng
1105 Terminal Way Suite 300
Reno NV 89502**Information****Sales Quote No.** 5045080
Document Date 09/29/2023
Customer No. 2902
Currency USD
Contact Name Attn: Amy Zheng
Phone 775-348-0400
FAX
EMAIL accountspayable@rtcwashoe.com
Validity Start Date 09/29/2023
Validity End Date 12/31/2023
Req Ship Date 09/29/2023**End User**Regional Transportation Comm
Attn: Amy Zheng
1105 Terminal Way Suite 300
Reno NV 89502**Total Tax:****Final Amount:**

114,225.00

SAMPLE

Customer Signature: _____ **Date:** _____**Signature:** _____ **Date:** 10/04/2023**Sales Representative:** Josh Moskowitz **Phone:**
Email:**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

GENFARE STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES & SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates. Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

i. Equipment:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) twelve (12) months thereafter for equipment purchases; and (z) six (6) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

iii. Spare Parts:

- 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.
- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
- i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization ("RMA") to ship the defective item to Genfare;
- ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
- iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
- iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847-593-8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment. Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

6. DEFAULT AND TERMINATION

Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers etc. (a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Celtis Ventures, Inc., Marketing Consulting Services for RTC TOPS Program

RECOMMENDED ACTION

Approve a contract with Celtis Ventures, Inc., for marketing consulting services for RTC TOPS Program, in an amount not-to-exceed \$500,000 for FY2023-2024.

BACKGROUND AND DISCUSSION

The RTC issued a Request for Proposal (RFP) in August 2023 for a Marketing Consultant to implement the recommended strategies contained in the RTC TOPS Program. Proposals were received by the RTC from four qualified firms.

A four-person proposal evaluation team consisting of four RTC employees (two from Public Transit and two from Administrative Services) reviewed and ranked the proposals. The proposals were evaluated based on the criteria set forth in the RFP:

- 40% Qualifications of the Firm
- 20% Staffing and Project Organization
- 30% Work Plan/Project Understanding
- 10% Cost Proposal

Staff is recommending an award to Celtis Ventures, Inc., as being the most advantageous and of the best value to the RTC. This firm has strong national experience in implementing successful transit ridership campaigns and was independently ranked first by all four members of the scoring team.

This item supports Strategic Roadmap Goal #1, "Valued Public Transportation" and FY2024 RTC Goal, "Implement the TOPS Marketing & Communications Plan, with a focus on the 'Spanish-First' Campaign highlighted in the Plan."

FISCAL IMPACT

RTC sales tax funding is available in the FY 2024 budget for these services. Future budget allocations will be determined by the Board during the annual budget process.

PREVIOUS BOARD ACTION

7/15/2022 Approved the FY 2023-2027 Transit Optimization Plan Strategies Plan (TOPS).

**AGREEMENT FOR GOODS AND SERVICES
MARKETING CONSULTING SERVICES FOR RTC TOPS PROGRAM**

This agreement (“Agreement”) is dated and effective as of November 17, 2023, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Celtis Ventures, Inc. (“Contractor”).

- 1. Term.** The term of this agreement shall commence on the effective date above and shall end on June 30, 2027.
- 2. Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.
- 3. Time for Performance.** For FY23-24, the work shall be completed as set forth in Exhibit A and in conjunction with the implementation of each phase of the Transit Optimization Plan (TOPS) as specified by the RTC. Additional work for fiscal years 2025-2027, as outlined in Exhibit A, shall be determined by the RTC based upon future budget allocations.
- 4. Compensation.** For FY2023-2024, RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed \$500,000 including media purchases, as set forth in Exhibit B. Future budget allocations for fiscal years 2025-2027 will be determined based upon available funding, completion of goals, and the success of the marketing program.
- 5. Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
- 6. Invoices/Payment.** Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 7. Legal/Regulatory Compliance.**
 - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
 - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

8. Insurance. Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

9. Indemnification. Contractor's obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

10. Termination.

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

11. Rights, Remedies and Disputes

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

12. Ownership of Work. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

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

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

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

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

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

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

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

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

21. Certification Required by Nevada Senate Bill 27 (2017). Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration

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

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

CELTIS VENTURES, INC.

BY: _____
Matt Raymond, President/CEO

SAMPLE

ATTACHMENT A

Scope of Services

Project Timeline

Coordination with the RTC project management team will be ongoing throughout the project. It is anticipated that Celtis will create agendas for regularly scheduled meetings with the project management team. These meetings will be held at a mutually agreed upon schedule but no less than monthly throughout the duration of this contract. These meetings may be conducted virtually.

- **Within the first 30 days of contract execution** – A kickoff meeting with RTC and Celtis will be organized to introduce the project teams and establish and prioritize goals and objectives.
- **Within the 60 days of contract execution** – A proposed ongoing schedule of activities will be prepared by Celtis and approved by RTC.

Project Expenses

On a monthly basis, time and material expenses shall be broken down by task for review and approval by the RTC's project manager. Staff time, deliverables, and associated costs are provided at the onset of each campaign or project, and will typically accompany cost estimates. No work may proceed without authorization by RTC. With each invoice, Celtis will provide supporting information including monthly progress reports. Celtis must forward all invoices from advertising buys with their monthly invoicing for reimbursement (if needed).

Upon approval of an invoice, RTC will provide payment on a Net 30 basis.

Tasks

The transit marketing consultant will work closely with the transit agency's project manager and RTC communications and graphics staff throughout the project duration. The consultant will perform the following tasks in support of the RTC's objectives as identified in TOPS:

FY 2023-2024

- **Enhance Digital Marketing Efforts:** build on current digital marketing efforts and take RTC digital communications to the next level utilizing best practices and emerging platforms to align campaigns with target audiences. Approach would be applied to all campaigns; create digital ad budget
- **Identify Core Messages:** (Rapid, Flex, service improvements, gas prices, safety, how to ride, apps, etc.) and core audiences (students, employers, employees, Spanish language) for each phase of TOPS implementation
- **Conduct "Spanish-First" Campaign(s):** Instead of simply translating English communications to Spanish, RTC to will "trans-create" campaigns for Latino audiences, choosing themes, messages, and platforms with a Spanish-speaking audience at the forefront
- **Optimize RTC Website:** integrate new website into marketing activities; create specific landing pages for targeted promotions

- Perform Customer/Ridership Research: Conduct rider study; identify customer likes, dislikes, wants and needs; determine core message points and customer demographics and behaviors to retain current customers and identify potential future riders; map out customer journeys; study the complete customer experience; identify high potential ridership markets and align with best, most competitive service; create a customer database
- Conduct RTC "RIDE" Campaign: take full advantage of fleet graphics and revisit "RIDE" as a call to action; branded campaign to increase ridership; tell people how, when and where to "RIDE"
- Conduct ED-Pass Ridership Campaign: develop strategies to encourage use of Ed Pass at the Desert Research Institute, the University of Nevada, Reno, Truckee Meadows Community College and Western Nevada College; create "one-trip" user materials; optimize ridership of core customer segment
- Conduct Rapid Ridership Growth Campaign: market RTC's best service; promote the Rapid lines as the heart of the high- frequency system
- Conduct Alt-Fuel Fleet Campaign: promote 100% alt fuel fleet and electric and hydrogen bus initiatives
- Conduct Targeted Flex RIDE Campaign(s): implement targeted Flex RIDE campaign to reach high-potential users; use smart-target digital; position as local alternative
- Build on RTC Partnerships/Relationships: work with local partners to explore opportunities to build ridership and revenue; look to market pass programs and targeted promotional campaigns, share digital resources and undertake collaborative cross-promotions to bolster relationships with partner organizations

FY 2024-2025

- Continue Digital Marketing Efforts: continue and improve digital marketing efforts with an emphasis on promoting service improvements and building ridership; continue digital campaigns that align with TOPS implementation. Showcase bus speed improvements; target high-potential riders
- Enhance Employer Outreach: use Smart Trips platform and staff to reach out to major employers and schools to identify their transportation needs; explore digital push/pull campaign reach employers and employees; seek out Spanish-language employees
- Continue Targeted Flex RIDE Campaign(s): promote Flex RIDE to reach high-potential users; use smart-target digital; position as local alternative in Flex zones
- Continue "Spanish-First" Campaign(s): continue campaigns for Latinx audiences, choosing themes, messages, and platforms with a Spanish-speaking audience at the forefront; focus on ridership generation opportunities; create specific landing pages on website

- Continue RTC "RIDE" Campaign: continue branded campaign; extend into safety and how-to-RIDE; use traditional and digital media
- Continue ED-Pass Ridership Campaign: Continue marketing use of Ed Pass at the Desert Research Institute, the University of Nevada, Reno, Truckee Meadows Community College and Western Nevada College; possibly extend to other schools
- Continue Rapid Ridership Growth Campaign: continue to promote RTC's best service; push the Rapid lines as means to reach key destinations

FY 2025-2026 / 2026-2027

- Continue Digital Marketing: continue paid and organic digital marketing
- Continue Employer Outreach: continue to reach out to employers where best RTC service is provided; take multi-modal approach; sell comprehensive pass programs to employers
- Conduct Customer/Ridership Research Follow-up: Conduct another rider study to determine impacts of marketing and communications efforts; use identical questions to measure change
- Continue Spanish-first Communications: continue Spanish-first campaigns and communications to grow ridership
- Continue ED-Pass Ridership Marketing: continue ridership marketing efforts to core student and faculty customer segment
- Continue Rapid Ridership Growth Campaign: market RTC's best service; promote the Rapid lines as the heart of the high-frequency system
- Continue TOPS Service Marketing: promote TOPS system improvements as they are made

For FY 2023-2024, the RTC has budgeted an amount not to exceed \$500,000 for the completion of this work including media purchases. Future budget allocations will be determined based upon available funding, completion of goals, and the success of the marketing program.

In support of the completion of these tasks, the consultant will also abide by the following requirements:

- Communicate regularly with the transit agency's project manager and the agency's communications staff and graphic design staff to provide updates and feedback on the marketing activities.
- Monitor and evaluate the performance and impact of the marketing activities using quantitative and qualitative indicators and feedback. The consultant will use tools such as web analytics software (e.g., Google Analytics), social media analytics software (e.g.,

Hootsuite), customer satisfaction surveys (e.g., SurveyMonkey), media monitoring software (e.g., Meltwater), and other applicable sources of data to measure and report on the results of the marketing activities. The consultant will also collect and analyze feedback from customers, media outlets, community groups, and partner organizations to assess their perceptions and opinions of the transit agency and its services.

- Provide regular reports and recommendations to the transit agency on how to improve and optimize the marketing strategy and tactics. The consultant will prepare and deliver written and oral reports that summarize the findings and outcomes of the marketing activities, as well as provide suggestions for improvement and innovation.
- Implement this marketing plan which aligns with the transit agency's vision, mission, and objectives, and that utilizes the most effective marketing channels and tools.
- Adherence to the agreed-upon budget, timeline, and quality standards.
- Compliance with all applicable laws, regulations, and ethical guidelines

The foregoing list of Key Deliverables should not be considered comprehensive, but rather considered RTC's understanding of what it believes should be produced by a contractor's work. Contractor is encouraged to further define deliverables and suggest other relevant deliverables as they think befits an undertaking of this kind.

EXHIBIT B - PRICE PROPOSAL

C. COST PROPOSAL

SAMPLE



- > Works campaign for LA Metro
- > Loteria fare card for VCTC
- > Pledge to Ride for VCTC and Metrolink

FY 23/24

Proposed Project Budgets

<p>Enhance Digital Marketing Efforts: Build on current digital marketing efforts and take RTC digital communications to the next level utilizing best practices and emerging platforms to align campaigns with target audiences. Approach would be applied to all campaigns; create digital ad budget</p>	<p>60% Time 40% Media</p>	<p>\$60,000</p>
<p>Identify Core Messages: Combine strategic messaging (Rapid, Flex, service improvements, gas prices, safety, how to ride, apps, etc.) with targeted core audiences (students, employers, employees, Spanish language) for each phase of TOPS implementation</p>	<p>100% Time</p>	<p>\$5,000</p>
<p>Conduct "Spanish-First" Campaign(s): Instead of simply translating English communications to Spanish, RTC to will "trans-create" campaigns for Latino audiences, choosing themes, messages, and platforms with a Spanish-speaking audience at the forefront</p>	<p>60% Time 40% Media</p>	<p>\$60,000</p>
<p>Optimize RTC Website: Integrate new website into marketing activities; create specific landing pages for targeted promotions</p>	<p>100% Time</p>	<p>\$30,000</p>
<p>Perform Customer/Ridership Research: Conduct rider study; identify customer likes, dislikes, wants and needs; determine core message points and customer demographics and behaviors to retain current customers and identify potential future riders; map out customer journeys; study the complete customer experience; identify high potential ridership markets and align with best, most competitive service; create a customer database</p>	<p>70% Time 30% Direct</p>	<p>\$50,000</p>
<p>Conduct RTC "RIDE" Campaign: Take full advantage of fleet graphics and revisit "RIDE" as a call to action; branded campaign to increase ridership; tell people how, when and where to "RIDE"</p>	<p>60% Time 40% Media</p>	<p>\$60,000</p>
<p>Launch Ed Pass Ridership Campaign: Develop strategies to encourage use of Ed Pass at the Desert Research Institute, the University of Nevada, Reno, Truckee Meadows Community College and Western Nevada College; create "one-trip" user materials; optimize ridership of core customer segment</p>	<p>60% Time 40% Media</p>	<p>\$60,000</p>

FY 23/24 (continued)

Proposed Project Budgets

Rapid Ridership Growth Campaign: Market RTC's best service; promote the Rapid lines as the heart of the high-frequency system	60% Time 40% Media	\$60,000
Conduct Alt-Fuel Fleet Campaign: Promote 100% alt fuel fleet and electric and hydrogen bus initiatives	60% Time 40% Media	\$60,000
Conduct Targeted Flex RIDE Campaign(s): Implement targeted Flex RIDE campaign to reach high-potential users; use smart-target digital; position as local alternative	60% Time 40% Media	\$30,000
Build on RTC Partnerships/Relationships: Work with local partners to explore opportunities to build ridership and revenue; look to market pass programs and targeted promotional campaigns, share digital resources and undertake collaborative cross-promotions to bolster relationships with partner organizations	80% Time 20% Media	\$30,000
	Total	\$500,000

FY 24/25

Proposed Project Budgets

<p>Continue Digital Marketing Efforts: Continue and improve digital marketing efforts with an emphasis on promoting service improvements and building ridership; continue digital campaigns that align with TOPS implementation. Showcase bus speed improvements; target high-potential riders</p>	<p>50% Time 50% Media</p>	<p>\$80,000</p>
<p>Enhance Employer Outreach: Use Smart Trips platform and staff to reach out to major employers and schools to identify their transportation needs; explore digital push/pull campaign reach employers and employees; seek out Spanish-language employees</p>	<p>50% Time 50% Media</p>	<p>\$80,000</p>
<p>Continue Targeted Flex RIDE Campaign(s): Promote Flex RIDE to reach high-potential users; use smart-target digital; position as local alternative in Flex zones</p>	<p>50% Time 50% Media</p>	<p>\$80,000</p>
<p>Continue "Spanish-First" Campaign(s): Continue campaigns for Latinx audiences, choosing themes, messages, and platforms with a Spanish-speaking audience at the forefront; focus on ridership generation opportunities; create specific landing pages on website</p>	<p>50% Time 50% Media</p>	<p>\$80,000</p>
<p>Continue RTC "RIDE" Campaign: Continue branded campaign; extend into safety and how- to-RIDE; use traditional and digital media</p>	<p>50% Time 50% Media</p>	<p>\$60,000</p>
<p>Continue Ed Pass Ridership Campaign: Continue marketing use of Ed Pass at the Desert Research Institute, the University of Nevada, Reno, Truckee Meadows Community College and Western Nevada College; possibly extend to other schools</p>	<p>50% Time 50% Media</p>	<p>\$60,000</p>
<p>Continue Rapid Ridership Growth Campaign: Continue to promote RTC's best service; push the Rapid lines as means to reach key destinations</p>	<p>50% Time 50% Media</p>	<p>\$60,000</p>
<p>ESTIMATED ANNUAL TOTAL (PENDING BUDGET APPROVAL)</p>		<p>\$500,000</p>

FY 25/26 - FY 26/27

Proposed Project Budgets

Continue Digital Marketing: Continue paid and organic digital marketing	60% Time 40% Media	\$60,000
Continue Employer Outreach: Continue to reach out to employers where best RTC service is provided; take multi-modal approach; sell comprehensive pass programs to employers	60% Time 40% Media	\$60,000
Conduct Customer/Ridership Research Follow-up: Conduct another rider study to determine impacts of marketing and communications efforts; use identical questions to measure change	60% Time 40% Media	\$50,000
Continue Spanish-first Communications: Continue Spanish-first campaigns and communications to grow ridership	60% Time 40% Media	\$60,000
Continue Ed Pass Ridership Marketing: Continue ridership marketing efforts to core student and faculty customer segment	60% Time 40% Media	\$60,000
Continue Rapid Ridership Growth Campaign: Market RTC's best service; promote the Rapid lines as the heart of the high-frequency system	60% Time 40% Media	\$80,000
Continue TOPS Service Marketing: Promote TOPS system improvements as they are made	60% Time 40% Media	\$70,000
ANNUAL TOTAL		\$500,000

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

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 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. Upon request, the CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract

or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each 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 \$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 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 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 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, 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: 11/17/2023

Agenda Item: 4.5.1

To: Regional Transportation Commission

From: Bill Thomas, AICP, Executive Director

SUBJECT: Quarterly RTC Agency Goals and Strategic Roadmap Report

RECOMMENDED ACTION

Acknowledge receipt of a report regarding quarterly progress on RTC Agency Goals and Strategic Roadmap - FY 2024 (Q1).

BACKGROUND AND DISCUSSION

The RTC Strategic Roadmap outlines workplans for staff to accomplish the Board's direction. These workplans include detailed outcomes, champions, approaches, objectives, and measures of success for all goals. The Board also sets performance goals for the Agency on an annual basis. These goals are aligned with the Strategic Roadmap and reflect the Board's priorities for the Agency. When rating the Agency's performance annually, the Board is presented with a summary of the status of the agency goals and accomplishments. When approving the most recent Strategic Roadmap and Agency Goals (FY24), the Board requested quarterly status updates on both items. This is the next requested quarterly update and includes the status of RTC Agency Goals and Strategic Roadmap for FY 2024 (Q1).

FISCAL IMPACT

Funding for this item is included in the approved FY 2024 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

6/16/2023 Acknowledged receipt of the RTC Strategic Roadmap and approved the RTC Goals for FY 2024.

Regional Transportation Commission

FY24 Annual Plan

Through Milestones

As of September 30, 2023

Plan Overview

Mission Statement

Building a better community through quality transportation.

Core Values

Respect

Respect is demonstrated through our work as subject matter experts, by actively listening and effectively communicating with others, and interacting ethically.

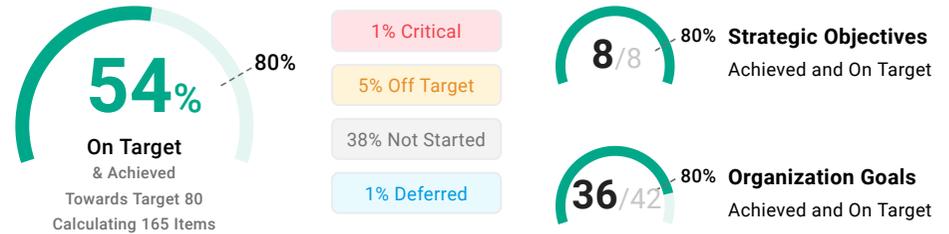
Trust

Trust is shown through accountability in our tasks, acting with integrity, and being responsive to stakeholders.

Commitment

Commitment is illustrated by exceeding expectations, being collaborative, and keeping public service at the forefront of our actions.

Strategic Objectives



- 1 Valued Public Transportation** On Target
Expand access and reach for all transit riders.
- 2 Enhance RTC's Role in Anticipating and...** On Target
Successfully continue delivering high-impact projects.
- 3 Improve Our Community's Network Experience** On Target
Focus on transportation decision-making, development impacts, and the future of our community.
- 4 Financial and Organizational Stewardship** On Target
Proactively plan for future funding needs.
- 5 Engineering Department Priorities** On Target
- 6 Planning Department Priorities** On Target
- 7 Public Transportation Department Priorities** On Target
- 8 Executive Priorities** On Target

Detailed Performance

1 Valued Public Transportation Expand access and reach for all transit riders.

Organization Goal	Milestone
<p>Inclusive: Enhance mobility for all residents of Washoe County. (1.1) Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>Off Target</p>	<p>KPI: Increase in passenger miles (RIDE). (1.1.1) Owner: Jim Gee (07/01/23 - 06/30/24)</p> <p>Latest Comment: Measured by percent change month 2022 to month 2023. September showed increase in miles. (Amber Bowsmith, 11/07/23)</p> <p>-7% of 1%</p> <p>KPI: Increase in jobs accessible with transit. (1.1.2) Owner: Jim Gee (07/01/23 - 06/30/24)</p> <p>17.8k of 17.8k</p> <p>KPI: Increase in population with transit. (1.1.3) Owner: Jim Gee (07/01/23 - 06/30/24)</p> <p>121.2k of 121k</p>
<p>Focused: Ensure that service is safe, reliable, comfortable, and customer focused. (1.2) Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>KPI: On-time performance (RIDE). (1.2.1) Owner: Jim Gee (07/01/23 - 06/30/24)</p> <p>87.2% of 85%</p> <p>KPI: On-time performance (FlexRIDE). (1.2.2) Owner: Jim Gee (07/01/23 - 06/30/24)</p> <p>92% of 85%</p> <p>KPI: On-time performance (ACCESS). (1.2.3) Owner: Jim Gee (07/01/23 - 06/30/24)</p> <p>82.6% of 85%</p>

Efficient: Deliver service cost-effectively. (1.3)

Owner: Jim Gee, (07/01/23 - 06/30/24)

On Target

KPI: Passengers per service hour (RIDE). (1.3.1)

Owner: Jim Gee (07/01/23 - 06/30/24)

21.63 of 21

KPI: Passengers per service hour (FlexRIDE). (1.3.2)

Owner: Jim Gee (07/01/23 - 06/30/24)

3.33 of 4.08

KPI: Passengers per service hour (ACCESS). (1.3.3)

Owner: Jim Gee (07/01/23 - 06/30/24)

1.93 of 2.30

Sustainable: Promote transit service as part of a sustainable future in Washoe County. (1.4)

Owner: Jim Gee, (07/01/23 - 06/30/24)

On Target

KPI: % of service met/scheduled. (Increase in ridership across all modes) (1.4.1)

Owner: Jim Gee (07/01/23 - 06/30/24)

1.6m of 1.5m

2 Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs Successfully continue delivering high-impact projects.

Organization Goal	Milestone
<p>NDOT Partnership: Strengthen our partnership with NDOT through funding agreements and shared strategic priorities to improved shared roads and take collective responsibility for the regional network. (2.1)</p> <p>Owner: Dale Keller, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>KPI: Number of NDOT roadways under design. (2.1.1)</p> <p>Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>Latest Comment: IN DESIGN: Kietzke Lane ITS, S Virginia Street & I580 Exit 29 Capacity & Safety, Sparks Intelligent Corridors (Amber Bowsmith, 10/20/23)</p> <p>3 of 3</p> <hr/> <p>KPI: Number of NDOT roadways under construction (2.1.2)</p> <p>Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>Latest Comment: UNDER CONSTRUCTION: 4th Street and Woodland Avenue Roundabout, N McCarran Boulevard & Pyramid Hwy Fiber (Amber Bowsmith, 10/20/23)</p> <p>2 of 2</p>
<p>Fair and Equitable Project Delivery: Establish a common agreement among the regional partners of the core elements of RTC projects. (Updated Streets & Highway Policy) (2.2)</p> <p>Owner: Dale Keller, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>KPI: Sq. Ft. of pavement preservation completed. (2.2.1)</p> <p>Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>8.4m of 8.6m</p>
<p>Regional Approach to Traffic Management: Reduce traffic delays, support transportation needs, and increase efficiencies through active regional traffic management. (2.3)</p> <p>Owner: Dale Keller, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>KPI: % of signals connected to high-speed fiber. (2.3.1)</p> <p>Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>Latest Comment: Quarterly (Amber Bowsmith, 10/20/23)</p> <p>73% of 73%</p>

3 Improve Our Community's Network Experience

Focus on transportation decision-making, development impacts, and the future of our community.

Organization Goal	Milestone
<p>RTP Process: Engage the community and partners to re-envision the regional network experience through a streamlined, data-based Regional Transportation Plan update. (3.1)</p> <p>Owner: Dale Keller, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>KPI: Number of projects under construction within RTP timeframe. (3.1.1)</p> <p>Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>Latest Comment: CONSTRUCTION STARTED IN LINE WITH RTP: Lemmon Drive Segment 1 Capacity, Pyramid Highway Phase 1 Capacity, Sky Vista Parkway Capacity, Sparks Boulevard Capacity, Oddie Boulevard/Wells Avenue Micromodal (Amber Bowsmith, 10/30/23)</p> <p>5 of 5</p>
<p>Regional Transportation Network: Better define the regional transportation network. (3.2)</p> <p>Owner: Planning Director, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>KPI: Average trip time (in McCarran) - INRX data (3.2.1)</p> <p>Owner: Planning Director (07/01/23 - 06/30/24)</p> <p>12.13 of 20</p> <p>KPI: Average trip time (regional urban area) - INRX data (3.2.2)</p> <p>Owner: Planning Director (07/01/23 - 06/30/24)</p> <p>12.60 of 30</p>

Regional Unfunded Needs Analysis: Conduct an unfunded needs analysis (including maintenance) with our regional partners and NDOT. (3.3)

Owner: Christian Schonlau, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Develop scope of work. (3.3.1)

Owner: Christian Schonlau (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Board approval of consultant contract. (3.3.2)

Owner: Christian Schonlau (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Study completion. (3.3.3)

Owner: Christian Schonlau (01/01/24 - 03/31/24)

Not Started

Q4 Milestone: Report to Board. (3.3.4)

Owner: Christian Schonlau (04/01/24 - 06/30/24)

Not Started

Public Engagement: Evolve our public engagement process with outreach that is robust, early, and context sensitive. (3.4)

Owner: Laura Freed, (07/01/23 - 06/30/24)

On Target

KPI: Number of public engagement interactions (2-way conversations) (3.4.1)

Owner: Laura Freed (07/01/23 - 06/30/24)

Latest Comment: Micheladas de Reno, Truckee Meadows Bicycle Alliance, Sparks Citizens Advisory Committee, US395 Coalition, Ward 5 Neighborhood Advisory Board, ReMax, Lake Tahoe Electric Transportation Forum. (Amber Bowsmith, 11/07/23)

9 of 8

4 Financial and Organizational Stewardship

Proactively plan for future funding needs.

Organization Goal	Milestone
<p>One Year Planning: Achieve annual budget adherence within 5% (Capital). (Annual Budget) (4.1)</p> <p>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>KPI: Annual budget adherence within 5% (Capital). (4.1.1)</p> <p>Owner: Christian Schonlau (07/01/23 - 06/30/24)</p> <p>92% of 95%</p>
<p>Five Year Planning: Reach an Ending Fund Balance of two years of debt and one year of operating expenses through more thoughtful budgeting of capital projects. (5-Year Fund Map, RTIP) (4.2)</p> <p>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>KPI: Funding available to deliver scheduled projects coming within 5% of estimate (Capital). (4.2.1)</p> <p>Owner: Christian Schonlau (07/01/23 - 06/30/24)</p> <p>Latest Comment: PROJECTS STARTED: Villanova Facility Replacement Design, Computer Hardware & Software, Shop Equipment. (Amber Bowsmith, 11/07/23)</p> <p>3 of 3.99</p>
<p>Long-Range Planning: Expand the use of the long-range financial plan to be used as a decision-making tool for the agency. (10-year Financial Plan, CIP) (4.3)</p> <p>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>Q1 Milestone: Work with PFM to understand bonding capacity. (4.3.1)</p> <p>Owner: Christian Schonlau (07/01/23 - 09/30/23)</p> <p>100% of 100%</p> <p>Q2 Milestone: Align financial plan with RTIP update. (4.3.2)</p> <p>Owner: Christian Schonlau (10/01/23 - 12/31/23)</p> <p>Not Started</p> <p>Q3 Milestone: Gather consensus at Director Retreat. (4.3.3)</p> <p>Owner: Christian Schonlau (01/01/24 - 03/30/24)</p> <p>Not Started</p> <p>Q4 Milestone: Present data to Board. (4.3.4)</p> <p>Owner: Christian Schonlau (04/01/24 - 06/30/24)</p> <p>Not Started</p>

Fuel Tax: Actively work with state and regional partners to replace funding source. (4.4)

Owner: Christian Schonlau, (07/01/23 - 06/30/24)

On
Target

Q1 Milestone: Obtain legal opinion on statutory requirements of WC fee implementation. (4.4.1)

Owner: Christian Schonlau (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Draft Language for proposed. (4.4.2)

Owner: Christian Schonlau (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Submit proposal to WCC for review/acceptance. (4.4.3)

Owner: Christian Schonlau (01/01/24 - 03/31/24)

Not Started

Q4 Milestone: Implementation date set. (4.4.4)

Owner: Christian Schonlau (04/01/24 - 06/30/24)

Not Started

5 Engineering Department Priorities

Organization Goal	Milestone
<p>Begin Design (5.1) Owner: Dale Keller, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>Lemmon Drive Segment 2 Traffic Improvements and Resiliency (5.1.1) Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>Latest Comment: Design started 07/2023. (Amber Bowsmith, 11/07/23)</p> <p>100% of 100%</p>
	<p>Military Road Capacity Project (5.1.2) Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>Latest Comment: Planned 06/2024. (Amber Bowsmith, 11/07/23)</p> <p>Not Started of 0%</p>
	<p>Pembroke Drive Capacity & Safety (5.1.3) Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>Latest Comment: Design started 07/2023. (Amber Bowsmith, 11/07/23)</p> <p>62% of 0%</p>
	<p>Sun Valley Boulevard Improvements (5.1.4) Owner: Dale Keller (07/01/23 - 06/30/24)</p> <p>Latest Comment: Planned 05/2024. (Amber Bowsmith, 10/20/23)</p> <p>Not Started of 0%</p>

Begin Project Construction (5.2)

Owner: Dale Keller, (07/01/23 - 06/30/24)

Off
Target

2024 Pavement Preservation Program (5.2.1)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: Planned 06/2024. (Amber Bowsmith, 10/20/23)

Not Started of 0%

S Virginia Street & I580 Exit 29 Capacity & Safety (5.2.2)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: Planned 04/2024. (Amber Bowsmith, 10/20/23)

Not Started of 0%

South Meadows Traffic Enhancements (5.2.3)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: ROW delays. (Amber Bowsmith, 11/07/23)

Off Target of 0%

Steamboat Parkway Improvement (5.2.4)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: ROW delays. (Amber Bowsmith, 11/07/23)

Off Target of 0%

Complete Project Construction (5.3)

Owner: Dale Keller, (07/01/23 - 06/30/24)

On
Target

2023 Pavement Preservation Program (5.3.1)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: Planned 01/2024. (Amber Bowsmith, 10/20/23)

56.5% of 56.5%

4th Street & Woodland Avenue Roundabout (5.3.2)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: Project completed 09/2023. (Amber Bowsmith, 10/20/23)

100% of 100%

Arrowcreek Parkway Rehabilitation (5.3.3)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: Project completed 09/2023. (Amber Bowsmith, 10/20/23)

100% of 100%

Oddie / Wells Corridor Multi-Modal Improvements (5.3.4)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: Planned 06/2024. (Amber Bowsmith, 10/20/23)

65.6% of 71%

Sky Vista Parkway Widening & Rehabilitation (5.3.5)

Owner: Dale Keller (07/01/23 - 06/30/24)

Latest Comment: Planned 11/2024. (Amber Bowsmith, 10/20/23)

90.5% of 95%

Execute a Memorandum of Understanding with the Nevada Department of Transportation, City of Reno, City of Sparks, and Washoe County to begin implementation of ITS Strategic Master Plan to operate the regional traffic signal system as a whole. (5.4)

Owner: Dale Keller, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Draft MOU. (5.4.1)

Owner: Dale Keller (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: RTC Board approval. (5.4.2)

Owner: Dale Keller (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Local jurisdiction approval. (5.4.3)

Owner: Dale Keller (01/01/24 - 03/30/24)

Not Started

Following adoption by RTC Board, implement the Street & Highway Policy, including detailed project timeframes for stakeholder information. (5.5)

Owner: Dale Keller, (07/01/23 - 06/30/24)

On Target

KPI: Scope additions after 60% design. (5.5.1)

Owner: Dale Keller (07/01/23 - 06/30/24)

0% of 5%

Identify and begin design on Reno Downtown Micromode project(s). (5.6)

Owner: Dale Keller, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Create recommendation. (5.6.1)

Owner: Dale Keller (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Reno City Council and RTC Board Approval. (5.6.2)

Owner: Dale Keller (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Execute LPA with NDOT. (5.6.3)

Owner: Dale Keller (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Begin design. (5.6.4)

Owner: Dale Keller (04/01/24 - 06/30/24)

Not Started

6 Planning Department Priorities

Organization Goal	Milestone
<p>Initiate: (6.1) Owner: Planning Director, (07/01/23 - 06/30/24)</p> <p>Achieved</p>	<p>Regional Freight Plan (6.1.1) Owner: Planning Director (07/01/23 - 06/30/24)</p> <p>Latest Comment: Initiated 08/2023. (Amber Bowsmith, 10/20/23)</p> <p>Achieved</p>
	<p>Regional Travel Characteristics Study (6.1.2) Owner: Planning Director (07/01/23 - 06/30/24)</p> <p>Latest Comment: Initiated 09/2023. (Amber Bowsmith, 10/20/23)</p> <p>Achieved</p>
<p>Complete: (6.2) Owner: Planning Director, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>South Virginia Street Transit Oriented Development (TOD) Study (6.2.1) Owner: Planning Director (07/01/23 - 06/30/24)</p> <p>Latest Comment: Planned 05/2024. (Amber Bowsmith, 10/20/23)</p> <p>50% of 60%</p>
	<p>Active Transportation Plan (6.2.2) Owner: Planning Director (07/01/23 - 06/30/24)</p> <p>Latest Comment: Planned 02/2024. (Amber Bowsmith, 10/20/23)</p> <p>50% of 57.1%</p>

Complete a workplan for RTP update with tasks and milestones, including scenarios, alternative outcomes, and public engagement. (6.3)

Owner: Planning Director, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Director workshop of RTP update plan and schedule. (6.3.1)

Owner: Planning Director (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Project kick-off with consultant and schedule developed. (6.3.2)

Owner: Planning Director (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Board workshop including scenario development, visioning, and public engagement. (6.3.3)

Owner: Planning Director (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Engagement with public and local jurisdictions. (6.3.4)

Owner: Planning Director (04/01/24 - 06/30/24)

Not Started

Complete the Predictive Safety Tool to improve decision-making for the TE Spot Program. (6.4)

Owner: Planning Director, (07/01/23 - 06/30/24)

Critical

Q1 Milestone: Begin initial data collections and stakeholder engagement (UNR, NDOT). (6.4.1)

Owner: Planning Director (07/01/23 - 09/30/23)

Latest Comment: Stakeholder engagement underway, but data not yet collected. (Amber Bowsmith, 11/07/23)

50% of 100%

Q2 Milestone: Establish formal funding agreement with stakeholders. (6.4.2)

Owner: Planning Director (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Implementation of tool to make decisions about TE Spot Program. (6.4.3)

Owner: Planning Director (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Monitor and track progress post-implementation. (6.4.4)

Owner: Planning Director (04/01/24 - 06/30/24)

Not Started

Complete upcoming MPO certification with FHWA. (6.5)

Owner: Planning Director, (07/01/23 - 06/30/24)

Not Started

Q1 Milestone: Begin process initiation with FHWA. (6.5.1)

Owner: Planning Director (07/01/23 - 09/30/23)

0%

Q2 Milestone: Provide documentation. (6.5.2)

Owner: Planning Director (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Presentation to committee. (6.5.3)

Owner: Planning Director (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Board review of certification report. (6.5.4)

Owner: Planning Director (04/01/24 - 06/30/24)

Not Started

Update and modernize RTC website. (6.6)

Owner: Laura Freed, (07/01/23 - 12/31/23)

On Target

Q1 Milestone: Complete site mapping. (6.6.1)

Owner: Laura Freed (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Updated website goes live December 1. (6.6.2)

Owner: Laura Freed (10/01/23 - 12/31/23)

Not Started

7

Public Transportation Department Priorities

Organization Goal	Milestone
<p>Complete implementation of hydrogen fueling infrastructure. (7.1)</p> <p>Owner: Jim Gee, (07/01/23 - 06/30/24)</p> <p>On Target</p>	<p>Q1 Milestone: Plans and permits completed and approved. (7.1.1)</p> <p>Owner: Jim Gee (07/01/23 - 09/30/23)</p> <p>95% of 100%</p>
	<p>Q2 Milestone: Complete construction of the maintenance bay. (7.1.2)</p> <p>Owner: Jim Gee (10/01/23 - 12/31/23)</p> <p>Not Started</p>
	<p>Q3 Milestone: Complete construction of the station. (7.1.3)</p> <p>Owner: Jim Gee (01/01/24 - 03/30/24)</p> <p>Not Started</p>
	<p>Q4 Milestone: Open station. (7.1.4)</p> <p>Owner: Jim Gee (04/01/24 - 06/30/24)</p> <p>Not Started</p>

Expand south Reno transit improvements (RIDE and FlexRIDE). (7.2)

Owner: Jim Gee, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Evaluate staffing and ridership; Develop recommendation. (7.2.1)

Owner: Jim Gee (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Finalize proposal. (7.2.2)

Owner: Jim Gee (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Hold Public Hearing. (7.2.3)

Owner: Jim Gee (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Implement recommended expansion. (7.2.4)

Owner: Jim Gee (04/01/24 - 06/30/24)

Not Started

Identify and implement methods to enhance contractor-employee morale. (7.3)

Owner: Jim Gee, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Complete employee morale survey; Start Employee Feedback Committee. (7.3.1)

Owner: Jim Gee (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Implement Employee morale incentives, feedback, and improvements. (7.3.2)

Owner: Jim Gee (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Participate in Local Bus Rodeo. (7.3.3)

Owner: Jim Gee (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Participate in National Bus Rodeo (7.3.4)

Owner: Jim Gee (04/01/24 - 06/30/24)

Not Started

Implement the TOPS Marketing & Communications Plan, with a focus on the “Spanish-First” Campaign highlighted in the Plan. (7.4)

Owner: Jim Gee, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Finalize and release solicitation. (7.4.1)

Owner: Jim Gee (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Receive Board approval of consultant. (7.4.2)

Owner: Jim Gee (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Evaluate success. (7.4.3)

Owner: Jim Gee (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Evaluate success. (7.4.4)

Owner: Jim Gee (04/01/24 - 06/30/24)

Not Started

Increase population with transit services, jobs accessible with transit services, and passenger miles. (7.5)

Owner: Jim Gee, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Report (7.5.1)

Owner: Jim Gee (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Service change (7.5.2)

Owner: Jim Gee (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Report (7.5.3)

Owner: Jim Gee (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Service change (7.5.4)

Owner: Jim Gee (04/01/24 - 06/30/24)

Not Started

Explore transportation solutions to reduce vehicle miles traveled in the Washoe County Tahoe Area. (7.6)

Owner: Jim Gee, (07/01/23 - 06/30/24)

Off
Target

Number of van pools to Tahoe. (7.6.1)

Owner: Jim Gee (07/01/23 - 06/30/24)

8 of 9

Total vehicle miles traveled (Tahoe). (7.6.2)

Owner: Jim Gee (07/01/23 - 06/30/24)

37.6k of 48.7k

8

Executive Priorities

Organization Goal	Milestone
<p>Actively work with state and regional partners to SUPPLEMENT fuel tax funding source. (8.1)</p> <p>Owner: Christian Schonlau, (07/01/23 - 06/30/24)</p> <p>Off Target</p>	<p>Q1 Milestone: Compile current RUC charge implementations throughout US. (8.1.1)</p> <p>Owner: Christian Schonlau (07/01/23 - 09/30/23)</p> <p>80% of 100%</p>
	<p>Q2 Milestone: Look at the 10 year VMT vs gallons sold trade off. (8.1.2)</p> <p>Owner: Christian Schonlau (10/01/23 - 12/31/23)</p> <p>Not Started</p>
	<p>Q3 Milestone: Draft BDR white-paper and hold meetings with stakeholders (NDOT, S NV RTC). (8.1.3)</p> <p>Owner: Christian Schonlau (01/01/24 - 03/30/24)</p> <p>Not Started</p>
	<p>Q4 Milestone: Task State Lobbyist with BDR sponsorship efforts. (8.1.4)</p> <p>Owner: Christian Schonlau (04/01/24 - 06/30/24)</p> <p>Not Started</p>

Analyze local and regional maintenance needs and potential solutions via maintenance study. (8.2)

Owner: Christian Schonlau, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Develop scope of work. (8.2.1)

Owner: Christian Schonlau (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Board approval of consultant contract. (8.2.2)

Owner: Christian Schonlau (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Study completion. (8.2.3)

Owner: Christian Schonlau (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Report to Board. (8.2.4)

Owner: Christian Schonlau (04/01/24 - 06/30/24)

Not Started

Better align anticipated budget expenditures to street & highway project timelines. (8.3)

Owner: Christian Schonlau, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Re-baseline eBuilder Project cost and budget estimates. (8.3.1)

Owner: Christian Schonlau (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Update and maintain fund level fund mapping to track current year expenditures. (8.3.2)

Owner: Christian Schonlau (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Use fund maps and eBuilder data combined to better align FY 25 budget with expected project expenditures. (8.3.3)

Owner: Christian Schonlau (01/01/24 - 03/31/24)

Not Started

Complete Climate Study of the Agency as a whole. (8.4)

Owner: Laura Freed, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: RFP & vendor negotiation completed. (8.4.1)

Owner: Laura Freed (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Board approval of consultant contract. (8.4.2)

Owner: Laura Freed (10/01/23 - 12/31/23)

Deferred

Q3 Milestone: Complete Study. (8.4.3)

Owner: Laura Freed (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Present findings to Board. (8.4.4)

Owner: Laura Freed (04/01/24 - 06/30/24)

Not Started

Lead a multi-county effort to define transportation future related to Washoe County, Tahoe-Reno Industrial Center, and Fernley. (8.5)

Owner: Bill Thomas, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Meet with chief executives from stakeholder agencies. (8.5.1)

Owner: Bill Thomas (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Submit BLM application for future roadway needs. (8.5.2)

Owner: Bill Thomas (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Define shared view of future transportation with stakeholders. (8.5.3)

Owner: Bill Thomas (01/01/24 - 03/31/24)

Not Started

Q4 Milestone: Outline next steps for multi-county transportation efforts in FY25. (8.5.4)

Owner: Bill Thomas (04/01/24 - 06/30/24)

Not Started

Make annual report to three local governments - Reno, Sparks, and Washoe County. (8.6)

Owner: Bill Thomas, (07/01/23 - 06/30/24)

Achieved

Reno (8.6.1)

Owner: Bill Thomas (07/01/23 - 06/30/24)

100% of 33.4%

Sparks (8.6.2)

Owner: Bill Thomas (07/01/23 - 06/30/24)

Latest Comment: Presented 09/11/23 (Amber Bowsmith, 09/11/23)

100% of 33.4%

Washoe County (8.6.3)

Owner: Bill Thomas (07/01/23 - 06/30/24)

Latest Comment: Presented 09/12/23 (Amber Bowsmith, 09/12/23)

100% of 33.4%

Update Personnel Rules and Board By-laws, including a documented process for Executive Director annual review. (8.7)

Owner: Laura Freed, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Draft updated p-rules identified as most urgent for recruiting/retention. (8.7.1)

Owner: Laura Freed (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Board approval of recruiting/retention p-rules updates. (8.7.2)

Owner: Laura Freed (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Board approval of updated bylaws, including Executive Director annual review. (8.7.3)

Owner: Laura Freed (01/01/24 - 03/30/24)

Not Started

Q4 Milestone: Complete drafting p-rules re-write. (8.7.4)

Owner: Laura Freed (04/01/24 - 06/30/24)

Not Started

Work with regional partners to define a grants program to solicit federal earmarks for local street improvements/preservation. (8.8)

Owner: Christian Schonlau, (07/01/23 - 06/30/24)

On Target

Q1 Milestone: Redefine RTC grants management role to include grant opportunity identification. (8.8.1)

Owner: Christian Schonlau (07/01/23 - 09/30/23)

100% of 100%

Q2 Milestone: Train new grants management staff on resources and notices. (8.8.2)

Owner: Christian Schonlau (10/01/23 - 12/31/23)

Not Started

Q3 Milestone: Identify local needs by speaking to each jurisdiction. (8.8.3)

Owner: Christian Schonlau (01/01/24 - 03/31/24)

Not Started

Q4 Milestone: - Set up recurring grants opportunity email to jurisdiction on available funding opportunities and offer assistance in application where appropriate. (8.8.4)

Owner: Christian Schonlau (04/01/24 - 06/30/24)

Not Started

Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner. (8.9)

Owner: Bill Thomas, (07/01/23 - 06/30/24)

On Target



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.5.2

To: Regional Transportation Commission

From: Laura Freed, Director, Administrative Services

SUBJECT: Revisions to RTC Personnel Rules (Chapter 11 - Attendance and Leaves)

RECOMMENDED ACTION

Approve revisions to Chapter 11 (Attendance and Leaves) of the RTC Personnel Rules, pursuant to RTC Personnel Rule 1.3

BACKGROUND AND DISCUSSION

The RTC's Personnel Rules are currently undergoing revision. A larger action item will be brought to the Board once that revision is complete. However, after conducting over 13 recruitments since the beginning of Calendar Year 2023, it has become clear that certain revisions are needed sooner to keep RTC competitive in the local job market.

This item pertains to annual leave accruals by RTC employees, as well as the maximum amount of annual leave an employee may carry forward from one calendar year to the next. A redline version of the proposed changes is attached to this staff report.

The RTC has conducted over ten recruitments this year, and on more than one occasion, the amount of leave accrual has been a sticking point in hiring. That caused Administrative Services staff to compare its policies for leave accrual to its local peers (Washoe County, Reno, Sparks, and the State of Nevada). It should be noted that at the local level, leave accruals vary according to each bargaining unit's Collective Bargaining Agreement (CBA), so staff chose those CBAs whose job classifications were similar in nature to RTC's employee makeup in order to make a reasonably equitable comparison.

These amendments to the Personnel Rules move RTC more to the median of what is offered in vacation hours upon hiring and at the maximum accrual possible. By moving the vacation accrual to new hires to 120 hours per year, RTC will match the State of Nevada and be almost identical to the City of Sparks. Additionally, that amount puts RTC in between the vacation leave accruals for those City of Reno CBAs whose job classes are closest to RTC's.

Upon attainment of one year of service, and every year thereafter, each employee would accrue five additional hours of vacation leave. The maximum amount of vacation leave that can be accrued under this plan is 215 hours, and that amount would be reached at 19 years of full-time service. Existing employees would be transitioned to this system, and would have their leave accruals adjusted upward to account for five additional hours at their 2024 employment anniversary. Additionally, this revision proposes awarding each current employee 16 hours of vacation leave on January 1, 2024. That is a temporary provision that expires on June 30, 2024.

In order to foster a better work-life balance for employees, staff also recommends adjusting the leave carry forward amounts permissible. Currently, RTC employees may only carry forward 240 hours of leave. In an agency composed of mainly professional positions engaged in project management, it can be difficult for employees to take a significant portion of leave. However, RTC values work-life balance and wants to incentivize vacation leave usage. Therefore, these revisions aim to strike a balance between those two conflicting ideas. The revision of Chapter 11 increases the amount of leave carry forward from one year to the next from 240 hours to 320 hours. Any leave over 320 hours may be cashed out provided that the employee has taken sufficient vacation leave. An employee must have taken two 40-hour periods of vacation leave in order to be able to cash out any excess leave. This is designed to discourage saving leave in order to cash it out at the end of the year, and encourage employees to take vacation.

Pursuant to RTC Personnel Rule 1.3, all changes to the Personnel Rules are to be made available to all employees. The Administrative Services Department posted these revisions on the agency's internal SharePoint site on November 1, 2023, to give employees notice of the changes and an opportunity to comment.

This item supports the FY 2024 RTC Goal "Update Personnel Rules and Board By-laws."

FISCAL IMPACT

There is no immediate fiscal impact associated with this item. Additional leave accruals may lead to leave payouts increasing upon employees leaving RTC, but that impact cannot be accurately estimated.

PREVIOUS BOARD ACTION

- 10/20/2023 Approved modifications to RTC Personnel Rules Chapter 10 (Benefits) to shorten waiting period for health insurance coverage, formalize retiree enrollment in Medicare previously approved by RTC Board, and formalize Years of Service awards for employees.
- 5/20/2022 Approved modification to RTC Personnel Rules 10.5 (Deferred Compensation) to provide 2% match for contributions.
- 7/17/2020 Approved modification to RTC Personnel Rule 11.9 (Maximum Vacation Accumulation) to limit carry forward to 240 hours.

- 15 Years of Service: \$300
- 20 Years of Service: \$500
- 25 Years of Service: \$900
- 30 Years of Service: \$1,300

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11 ATTENDANCE AND LEAVES

11.1 Normal Work Week

1. The normal work week for RTC employees shall be forty (40) hours, except that work weeks of a different number of hours may be established in order to meet the varying needs of different departments.
2. Except as otherwise provided by statute, the offices of the RTC shall be kept open on all days, except Saturdays and Sundays and fixed holidays as defined in Section 11.2, from 8:00 a.m. to 5:00 p.m., for the transaction of public business.
3. RTC Standard Operating Hours: 8:00 a.m. to 5:00 p.m. Monday through Friday. These operating hours apply to most ~~full-time~~full-time positions and include an unpaid hour meal period.
4. Flextime is a work schedule that varies from the standard operating hours. Upon prior approval from the Department Director, employees may flex their work time by working the same number of hours per week during a different schedule. Approval is on a case-by-case basis. The approval or denial of the flextime request will be based on staffing needs, the employee's job duties, the employee's work record and the employee's ability to temporarily or permanently return to a standard work schedule when needed. A flextime arrangement may be suspended or cancelled by the Director at any time.

11.2 Responsibility for Time Reporting

Employees are responsible for accurately completing their own timesheets. Supervisors shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes the employee has completed his/her timesheet in error, the supervisor shall discuss the issue with the employee.

All non-exempt employees will record all hours worked and all leave time taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.

11.3 Rest and Meal Periods

1. Employees will be granted one 15-minute break or rest period during each work period of four or more hours. Employees should not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

2. Employees who work six or more hours in a work day must schedule an unpaid and uninterrupted meal period of not less than 30 minutes and generally no more than 90 minutes during each day worked. Directors may approve a longer meal period based on business needs. The meal time should normally occur in the middle of the work schedule, but may be altered, as is reasonably feasible, to fit the purpose of the flex schedule and customary business needs.

11.4 Holidays - Fixed and Floating

1. Legal holidays for employees of the RTC are as follows:

- i. **Fixed Holidays** - Full-time employees will have six (6) eight-hour (8-hour) fixed holidays. Part-time employees will have six (6) fixed holidays. Hours will be prorated basis based on their regularly scheduled work week.

New Year's Day - January 1

~~Independence Day—July 4~~

Memorial Day – fourth Monday in May

[Independence Day – July 4](#)

Thanksgiving Day - fourth Thursday in November

Family Day - Friday following Thanksgiving Day

Christmas Day - December 25

And any day that may be appointed by the President of the United States for public fast, thanksgiving or as a legal holiday for occasions other than those listed herein.

- ii. **Floating Holidays** - Regular, full-time employees will have a maximum of six (6) eight-hour (8-hour), and regular, part-time employees will have a maximum of six (6) holidays on a prorated basis based on their regularly scheduled work week to be used during a calendar year.

2. Holidays will be observed as follows:

- i. For employees working a five-day (5-day) work week, if a fixed holiday falls upon an employee's regular day off, the holiday shall be observed the day immediately preceding or the day immediately after the specific holiday.
- ii. For employees having more than two (2) days off per week, (such as someone working four (4) ten-hour (10-hour) days with three (3) consecutive days off), if any fixed holiday falls upon an employee's regular day off, the holiday shall be observed the day immediately before or the day immediately after the specific holiday. If the fixed holiday falls on the second (2nd) day of three (3) consecutive days off, the holiday shall be observed on either the day immediately before or immediately after the regular days off at the discretion of the Appointing Authority.

3. Full-time employees working other than five (5) eight-hour (8-hour) days per week are entitled to the same number of paid holiday hours for fixed and floating holidays as employees working a standard work week.
4. All employees who work a 4/10 (four ~~10-hour~~ 10-hour work days) schedule shall use annual leave time or compensatory time (if applicable) in order to receive 10 total hours of holiday pay.
5. Floating holiday accruals will be effective with the beginning of each calendar year. For full-time employees beginning employment after January 1, the number of floating holidays accrued shall be prorated at the rate of four (4) hours for every full month remaining in the calendar year. Accruals for part-time employees shall be prorated based on their regularly scheduled work week for every full month remaining in the calendar year.

11.5 Compensation for Holidays Worked; Limit on Accrual

1. The equivalent holiday or cash payment shall be allowed within a reasonable time after the officially designated fixed holiday. Cash payment for hours worked on a fixed holiday shall be paid at the appropriate overtime rate as defined in Section 5.11. Employees must be either in a paid leave status or work the entire working day before and the entire working day after a holiday in order to receive payment for that holiday.
2. Floating holidays may be used at the employee's discretion, with the approval of the Appointing Authority. Such approval shall not be unreasonably withheld. All floating holidays must be used during the calendar year in which they are accrued.
3. Terminating employees shall not be compensated for unused floating holiday hours.

11.6 Temporary Employees Not Compensated for Vacation or Holidays On Which They Do Not Work

1. Temporary employees shall not be compensated for holidays on which they do not work. Such employees, however, who are required to work on holidays shall be compensated at their straight time hourly rate unless otherwise provided by law.
2. Temporary employees shall not be entitled to vacation credit.

11.7 Vacation Accrual Rate

1. Each employee who is employed full-time shall earn vacation credit annually of not less than 120 hours. ~~And each~~ part-time employee shall earn a pro-rated vacation credit based upon hours worked. ~~on the basis of the following annual rates:~~

~~Less than three (3) years of continuous service.~~

104 hours

Three (3), but less than five (5), years of continuous service.	120 hours
Five (5), but less than seven (7), years of continuous service.	136 hours
Seven (7), but less than ten (10), years of continuous service.	160 hours
Ten (10), but less than fifteen (15), years of continuous service.	176 hours
Fifteen (15), but less than twenty (20), years of continuous service.	192 hours
Twenty (20) or more years of continuous service.	200 hours

Effective January 1, 2024, all employees who were employed by RTC on December 31, 2023, shall be credited 16 hours of vacation leave. This provision expires by limitation on June 30, 2024.

Effective upon January 1, 2024, upon each full-time employee's yearly service anniversary, that employee shall have their annual vacation leave accrual increased such that the employee earns the equivalent of an additional five (5) hours per year, up to a maximum accrual of 215 hours of vacation leave per year.

Vacation shall be credited at the end of each payroll period and shall be prorated for partial pay periods.

2. The Executive Director may grant a new hire, a higher ~~accrual rate than the standard rate for vacation time~~number of annual vacation hours based upon credit for previous years of relevant experience, up to a maximum of 170 hours. ~~However, the maximum possible vacation leave accrual remains 215 hours for an employee ten years.~~
3. For the purpose of computing credit for vacation, each employee is considered to work not more than forty (40) hours each week, and overtime hours worked do not contribute towards vacation credit.
4. For purposes of vacation credit, the number of years an employee has been— in the continuous service of the RTC or Washoe County, includes all periods of continuous service after the date the employee was last hired as a regular employee and includes former periods of service if each applicable period of separation may be bridged pursuant to the following Subsection.
5. A period of separation may be bridged to increase the number of years of service under the following conditions:

- i. A period of separation which resulted from a layoff may be bridged to increase the number of years of service if the employee was subsequently rehired pursuant to Policy P-51 Layoff and Recall.
- ii. A period of separation may be bridged if the employee was rehired within one (1) year after the date of commencement of the separation and the employee has been in the continuous service of the RTC or Washoe County for one (1) year after the date the employee was rehired.

11.8 Time When Vacation Shall Be Taken

The time when vacation leave may be taken shall be determined by the Appointing Authority after considering the needs of the department and the seniority and wishes of the employees. For those employees who are not eligible for overtime pay, no deduction shall be made for absences of less than one (1) day with the exception of vacation leave in 30-minute increments to cover qualifying absences under the Family Medical Leave Act (FMLA).

11.9 Maximum Vacation Accumulation

Vacation credit may be accumulated from year-to-year, but may not exceed three hundred ~~twenty-sixty~~ (3260) hours on January 1 of each year. Amounts in excess of three hundred ~~twenty-sixty~~ (3620) hours on January 1 shall be forfeited. ~~At the employee's elect~~Any employee who has taken two (2) periods of forty (40) consecutive hours of vacation leave during a given calendar year ion, may request that any amount of accrued vacation leave in excess of two hundred forty (240) hours, but less than three hundred ~~twenty-sixty~~ (3260) hours, may be compensated in cash at the same hourly rate as the employee is earning on January 1.

~~Effective February 1, 2021, vacation leave may accrue from year to year but may not exceed a total accrued vacation balance of two hundred forty (240) hours. Once that limit is reached, the employee will no longer accrue vacation hours until the accrued vacation balance falls below the maximum limit.~~

~~An employee who takes 40 (forty) consecutive hours of vacation leave during a calendar year may elect to receive a one-time cash payment for up to forty (40) hours of accumulated vacation leave. Such payment will reduce the employee's accumulated vacation balance by the hours compensated and may be made only once per calendar year, at the employee's current base rate of pay, provided the employee notifies payroll in writing of such election no later than January 10. Employees must have a minimum balance of one hundred twenty (120) hours of accumulated vacation leave at the time of the request.~~

~~If an employee is near or at the maximum accrual of two hundred forty (240) hours and a vacation request is denied for any reason, the employee is entitled to payment for any vacation leave in excess of two hundred forty (240) hours which the employee requested~~

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~~to take and which the employee would otherwise forfeit as the result of the denial of the employee's request.~~

Vacation leave must not be granted if it exceeds the vacation credit earned.

11.10 Cash Payment for Accrued Vacation: Death of Employee Entitled to Unused, Accumulated Vacation

1. Except as otherwise provided in this Section, upon separation from service for any cause, an employee who has worked continuously for six (6) months and is eligible to use accumulated vacation leave shall be paid a lump sum payment for any accumulated and unused vacation earned through the last day worked. If the date is earlier than the last day of the pay period, the vacation shall be prorated. Cash payment for accrued vacation upon separation of service shall occur on or before the next regular pay day.
2. If an employee dies and was entitled to accumulated annual leave under the provisions of the Merit Personnel System, the heirs of such deceased employee who are given priority to succeed to the employee's assets under the laws of intestate succession of this state, or the executor or administrator of the employee's estate, upon submitting satisfactory proof of entitlement to the RTC shall be paid an amount of money equal to the number of hours of earned or accrued annual leave multiplied by the hourly salary or wages of such deceased employee.

11.11 Accrual of Vacation Credit on Separation and Rehire

Upon separation from service in good standing, an employee who is rehired within three (3) years from the date of separation shall accumulate, after completion of three (3) additional years of satisfactory service, annual leave credits based on total RTC service.

11.12 Sick Leave Accrual Rate

1. Each full-time employee in RTC service for less than ten (10) years shall be credited with sick leave at the rate of ten (10) hours for each month of full-time work or paid leave status credited on a biweekly basis. Sick leave is cumulative from year to year.
2. Each full-time employee in the service of the RTC for ten (10) or more continuous years of service shall be credited with sick leave at the rate of twelve (12) hours for each month of full-time work or paid leave status credited on a biweekly basis, which is cumulative from year to year.
3. Part-time employees shall be credited with prorated sick leave.
4. Temporary employees shall not be entitled to earn sick leave credit.
5. For purposes of sick leave accrual, the number of years an employee has been in the continuous service of the RTC, including Washoe County, employment after July 1, 1973, shall be considered.

6. An employee who is laid-off and is re-employed shall have sick leave accrued at the time of layoff restored unless the employee received payment upon separation as provided in Section 6.15.

11.13 Sick Leave Payment on Separation

1. An employee separated from service shall earn sick leave only through the last working day for which he or she is entitled to pay. Upon separation from service in good standing, an employee with ten (10) years' or more employment shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.
2. Employees who retire after five (5) years' employment and who immediately begin drawing retirement benefits from the Public Employees' Retirement System of Nevada (PERS) upon leaving RTC employment shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.
3. Upon the death of an employee, the employee's heirs shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the deceased employee's regular hourly rate for every three (3) hours of sick leave accrued. There shall be no minimum service requirement for deceased employees.
4. Employees in the unclassified service who are terminated for reasons other than misconduct or unsatisfactory performance of their duties shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at the regular hourly rate for every three (3) hours of sick leave accrued.
5. Payment of accrued sick leave under this provision shall occur on or before the next regular pay day.

11.14 Use of Sick Leave

1. An employee is entitled to use accrued sick leave:
 - i. When unable to perform the duties of the employee's position due to sickness, injury, pregnancy, or childbirth;
 - ii. When quarantined;
 - iii. When receiving required medical or dental service or examination;
 - iv. For adoption of a child;
 - v. In the event of an illness in the employee's immediate family where such illness requires their attendance. For purposes of this paragraph, "immediate family" means the employee's spouse, parents, step-parents, children, step-children, and, if living in the employee's household, includes relations by

marriage corresponding to those relatives and foster children, natural brothers and sisters;

- vi. For employees who are granted a leave of absence or leave in accordance with the Family and Medical Leave Act of 1993 (FMLA), refer to RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44(A) FMLA.
 - vii. In the event of a death in the employee's immediate family, the employee may use accrued sick leave not-to-exceed five (5) days for each death. For purposes of this paragraph, "immediate family" means the employee's spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces, nephews, or relations by marriage corresponding to those relatives and, if living in the employee's household at the time of death, includes foster children and foster parents.
 - viii. For those employees who are not eligible for overtime pay, no deduction shall be made for absences of less than one (1) day with the exception of vacation leave in 30-minute increments to cover qualifying absences under the Family Medical Leave Act (FMLA).
2. In lieu of authorizing the use of leave, other than Family and Medical Leave Act of 1993 (FMLA) leave, for long-term illness or injury, the RTC may place the employee in a position where he or she is physically capable of performing the duties.

11.15 Sick Leave When Receiving Industrial Insurance or Occupational Diseases Act Benefits.

Refer to RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44 (A) FMLA.

11.16 Approval and Substantiating Evidence for Sick Leave

The Appointing Authority shall approve sick leave only after having ascertained that the absence was for an authorized reason. For absences in excess of three (3) days or cases of suspected abuse, the employee may be required to submit substantiating evidence, including but not limited to a physician's certificate.

11.17 Earning of Sick Leave While On Leave

Employees in a paid leave status shall earn sick leave while on leave except as provided in Section 9.2, Payment of Benefits Upon Separation. If the employee is on leave without pay, no sick leave shall be accrued. When the employee is in paid-leave status a portion of a week and unpaid-leave status a portion of a week, sick leave accrual shall be prorated.

11.18 Advanced Sick Leave

The Executive Director may approve the advancement of sick leave to an employee who has, or whose family member has, an illness or situation requiring the employee's time

away from work and who has exhausted all of their accrued sick leave and other types of leave. This advancement is intended to be used for serious situations.

Up to seven (7) days may be advanced, which the employee will repay from future accruals upon return to work. In order to have sick leave advanced, there must be reasonable assurance that the employee will return to work to earn and repay the advanced leave.

Requests for advancement of sick leave may be submitted directly to the Executive Director, the employee's Department Director, or the Human Resources Administrator.

11.19 Personal Leave

1. A full-time employee eligible to receive sick leave credit who uses no more than thirty-two (32) hours of sick leave in a calendar year shall be credited with sixteen (16) hours of personal leave January 1 of the following year.
2. A full-time employee eligible to receive sick leave credit who uses more than thirty-two (32) hours but no more than forty (40) hours of sick leave in a calendar year shall be credited with eight (8) hours of personal leave at the end of the first full pay period in January of the following year.
3. A part-time employee eligible to receive sick leave credit who uses no more than sixteen (16) hours of sick leave in a calendar year shall be credited with eight (8) hours of personal leave January 1 of the following year.
4. A part-time employee eligible to receive sick leave credit who uses more than sixteen (16) hours but no more than twenty (20) hours of sick leave in a calendar year shall be credited with four (4) hours of personal leave at the end of the first full pay period in January of the following year.
5. To be eligible for credit for personal leave under this Section, an employee must be in pay status (either working or paid leave) during the entire calendar year.
6. All personal leave must be used in the calendar year in which it is credited. Personal leave does not accrue and, if not used within the calendar year in which it is credited, is forfeited. Under no circumstance shall cash be paid for unused personal leave.

11.20 Leaves of Absence

A leave of absence may be granted to any regular full-time or part-time employee as required by law or at the discretion of management in accordance with RTC Management Policy P-44 Leave of Absence (non-FMLA) and P-44(A) FMLA. Please refer to these policies for specific information.

With all types of leave of absence, failure to return to work at the end of the approved leave of absence may result in termination of employment.

11.21 Reporting of Absences

An Appointing Authority or employee who is absent from duty shall report the reason to their direct supervisor immediately on the day of absence where possible and, except in exceptional circumstances, no later than noon on the following day.

11.22 Absence Without Leave

All unauthorized or unreported absences shall be considered absence without leave, and deduction of pay shall be made for each period of such absence. Such absence is grounds for disciplinary action or discharge and will serve to interrupt continuous service, as defined in the Merit Personnel Resolution.

APPENDICES

Definitions

Unless the context requires otherwise, the terms used in the RTC Personnel Rules have the following definitions:

Anniversary Date

One year from the date of hire, rehire, most recent promotion or demotion, last change in status within a class or pay band.

A cost-of-living increase affecting all RTC employees authorized at any time by the RTC Board shall not affect the anniversary date of any employee.

A change from full-time to part-time or part-time to full-time within the same class does not affect the anniversary date of any employee.

Break in Service

An interruption of an employee's continuous RTC service requiring the removal of the employee's name from payroll records, except as exempted by Section xx.

Class

A group of positions sufficiently similar with respect to duties and responsibilities that the same title may reasonably and fairly be used to designate each position allocated to the class, substantially the same criteria of fitness may be used, substantially the same minimum qualifications may be required, and the same schedule of compensation may be made to apply with equity. (Examples: Accounting Technician, Associate Planner, etc.)

Class Specification



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 4.5.3

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance

SUBJECT: Asset Donation

RECOMMENDED ACTION

Acknowledge receipt of the Asset Donation Log for the second quarter of calendar year 2022 through the third quarter of calendar year 2023.

BACKGROUND AND DISCUSSION

The log lists the items that were donated as outlined in RTC Management Policy P-58 effective April 1, 2022 through October 31, 2023. The Board requested that it be notified of any asset donations. The attached document details last six quarters' donations made to charity or other government agencies. Staff feels the donations are appropriate and that there is a benefit to the community. This quarter's donations were made to Reno Host Lions Club and Computer Corps.

Reno Host Lions Club is a non-profit and a 100% volunteer organization. Its mission is to give children a chance to be part of the 21st Century by giving them computers in their homes through their Computers for Kids program. The Reno Host Lions Club accepts donations of used computers and gives them away preloaded with Linux to underprivileged children in Northern Nevada.

ComputerCorps is a 501(c)(3) Non-Profit Organization that provides access to computers, training to underserved families, and is dedicated to helping provide job opportunities to individuals in the community while eliminating eWaste in our nation's landfills.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

10/22/2018 Approved an Asset Management and Disposal Policy governing all RTC capital assets except real property.

ATTACHMENT A

ASSET DONATION LOG - JUL 1 2023 - OCT 31 2023

Qty	Item Description	Donated To	Reason for Disposal	Year Purchased
WORKSTATION				
4	Dell OptiPlex 7040	RENO HOST LIONS CLUB	OBSOLETE	(1)
6	Dell OptiPlex 7060	RENO HOST LIONS CLUB	OBSOLETE	(1)
4	Dell OptiPlex 7050	RENO HOST LIONS CLUB	OBSOLETE	(1)
2	Dell OptiPlex 3020	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Latitude 7275	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Latitude E5470	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell OptiPlex 7010	RENO HOST LIONS CLUB	OBSOLETE	(1)
LAPTOP				
2	Dell Latitude 7490	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Latitude C640	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Alienware M15	RENO HOST LIONS CLUB	OBSOLETE	(1)
PRINTERS				
1	HP LaserJet M225	COMPUTERCORPS	OBSOLETE	(1)
1	HP DesignJet 1200	COMPUTERCORPS	OBSOLETE	(1)
1	HP ProLiant ML 30 Gen 9	COMPUTERCORPS	OBSOLETE	(1)
1	HP LaserJet P3015X	COMPUTERCORPS	OBSOLETE	(1)
1	HP DesignJet 1300	COMPUTERCORPS	OBSOLETE	(1)
SERVERS				
1	Dell POWEREDGE R610	COMPUTERCORPS	OBSOLETE	(1)
3	Dell POWEREDGE R630	COMPUTERCORPS	OBSOLETE	(1)
1	Dell POWEREDGE R410	COMPUTERCORPS	OBSOLETE	(1)
1	Cisco IPS 4240	COMPUTERCORPS	OBSOLETE	2011
1	Cisco ASA 5510 Firewall	COMPUTERCORPS	OBSOLETE	(1)
OTHER				
6	SANYO 52" External Monitors	COMPUTERCORPS	OBSOLETE	(1)
1	Proxima INFOCUS M8 Projector	COMPUTERCORPS	OBSOLETE	(1)
1	TCL 50" TV	COMPUTERCORPS	BROKEN	(1)
2	Zetron Radio Console 4010	COMPUTERCORPS	OBSOLETE	(1)
1	Nuvo 7006LP DVR	COMPUTERCORPS	BROKEN	(1)

(1) Expensed when purchased; date of purchase not tracked
 IT supplies/equipment replacement schedule is 5 years
 Printers are not replaced until broken or not cost effective



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Graham Dollarhide, Acting Planning Manager

SUBJECT: Amendment No. 1 to the FFY 2023-2027 RTIP

RECOMMENDED ACTION

Conduct a public hearing regarding approval of Amendment No. 1 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 1 to the FFY 2023-2027 RTIP.

BACKGROUND AND DISCUSSION

Amendment No. 1 is required to add, remove, and change projects. The amendment includes the addition of a Washoe County School District (WCSD), Safe Routes to School (SRTS) Program project that received funding for Federal Fiscal Year 2024. The removed project, also involving the WCSD SRTS Program, had been funded under a prior Transportation Alternatives grant cycle (as administered by RTC), but will not be executed at this time. This allows RTC to reallocate the \$77,900 in funding to another eligible project. Finally, updates are being made to an existing project led by the Nevada Department of Transportation (NDOT). Total project funding for the NDOT-led roadway project will be increased. Further details of these changes are noted below and can be viewed in the attached project listing.

An air quality analysis for the proposed amendment was not required as the added and amended projects are either exempt from transportation conformity requirements or have already complied with this requirement and the associated amendment does not involve a change to the project scope.

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

- I-80 Keystone Package 2, Phase 2B – amendment to project that increases total project funding due to additional quantities, cost increases, and associated crew augmentation
 - WCSD Safe Routes to School – removal of project due to lack of local match funding
-

- Washoe County School District Safe Routes to School Program FFY2024 (TAP) – addition of project that was recently awarded grant funding

A public comment period was held November 7 – 13, 2023, preceding the November 17, 2023 public hearing. The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. The public comment period had not been opened as of the drafting of this staff report.

The Citizens Multimodal Advisory Committee (CMAC) and the Technical Advisory Committee (TAC) met on November 1st and 2nd, 2023, respectively, with the TAC recommending approval of the amendment. The CMAC recommended approval of the proposed changes to the two WCSD projects, tabling the freeway project pending additional information.

FISCAL IMPACT

Funding for the project cost estimates in the proposed amendment has been budgeted based on anticipated federal, state and local revenue sources. Relinquished funds will be reallocated to an eligible project according to RTC's Transportation Alternatives Set-Aside Program.

PREVIOUS BOARD ACTION

8/18/2023 Approved the FFY 2023-2027 RTIP

RESOLUTION

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 1 TO THE FEDERAL FISCAL YEARS (FFY) 2023-2027 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

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

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

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2023-2027 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds Amendment No. 1 to the FFY 2023-2027 RTIP in conformance with the 2050 Regional Transportation Plan (RTP) ; and

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

WHEREAS, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2023-2027 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2023-2027 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 1 to the FFY 2023-2027 Regional Transportation Improvement Program.

CERTIFICATE

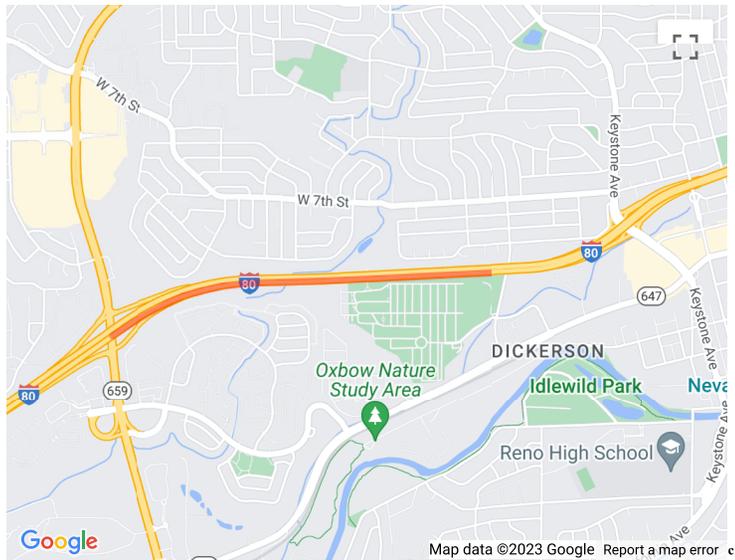
The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on November 17, 2023.

Ed Lawson, Chair
Regional Transportation Commission

c

<i>State TIP ID</i> WA20220002 c	<i>MPO/TIP</i> RTC Washoe 23-01	<i>Local ID</i>	<i>Total Cost</i> \$54,300,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> Brian Deal 775-888-7654 c	<i>NDOT</i> District 2 c	<i>County</i> WASHOE
<i>Project Type</i> Preservation	<i>Air Quality</i> Non-Exempt	<i>TCM</i> No c	<i>Construction2024 start</i>
<i>Project Name</i> I-80 Keystone Package 2, Phase 2B			
<i>Project Limits</i> At From WA MP 10.68 To WA MP 12.45 of Distance (mile) 1.77 Begin: 10.68 End: 12.45 c			
<i>Scope</i> WIDEN FOR EB AUXILIARY LANE, SOUNDWALL INSTALLATION, BARRIER RAIL UPGRADE, CULVERT LINING AND REPLACEMENT, HARDWARE UPGRADE FOR ITS DEVICES, AESTHETIC AND FENCING IMPROVEMENTS			

Phase	Fund Source	Pr r	FY2023	FY2024	FY2025	FY2026	FY2027	Fu ure	T al
CON	NHPP	-	-	\$19,712,500	-	-	-	-	\$19,712,500 c
CON	PROTECT PROGRAM c	-	-	\$300,000	-	-	-	-	\$300,000
CON	STBG State-Wide	-	-	\$31,516,250	-	-	-	-	\$31,516,250
CON c	State Match - Nv	-	-	\$2,771,250	-	-	-	-	\$2,771,250
	<i>Total Construction</i>	- c	- c	\$54,300,000	- c	- c	- c	- c	\$54,300,000 c
	<i>Total Programmed c</i>	-	-	\$54,300,000 c	-	-	-	-	\$54,300,000



Vers n H s r y

TIP Document	cc	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-94	Amendment 2021-2025	01/20/2023	02/28/2023	03/01/2023	N/A
21-97	Amendment 2021-2025	05/04/2023	05/11/2023	N/A	N/A
23-00	Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-01	Amendment 2023-2027 c	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other, Increase to FFY24 CON

Funding Change(s):

Total project cost increased from \$20,750,000 to \$54,300,000 c

<i>State TIP I l</i>	4 l	<i>MPO/TIP</i>	RTC shoe 3- 1 l	<i>Loca I l</i>	<i>Tota Cost</i> \$
<i>Lead Agency</i>	Washoe County School District l	<i>Contact</i>	Randy Drake 775-789-4617 l	<i>N OT</i> District	<i>County W</i> SHOE
<i>Project Type</i>	Safety	<i>Air Qua ity</i>	Exempt	<i>TCM</i> No	<i>Construction</i> N/
<i>Project Name</i>	SD Safe Routes To School				
<i>Limits</i>					
<i>Scope l</i>	SRTS will purchase solar powered radar signs and rapid flash beacons that will act as traffic calming devices.				

Phase	Fund Source l	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future l	Total l
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*Map Has Not Been Mark

Version History

<i>TIP</i>	<i>ocument l</i>	<i>MPO Approva</i>	<i>State Approva</i>	<i>FHWA Approva</i>	<i>FTA Approva</i>
1- 7	A mendment	5/ / 0	5/ 7/ 0	5/31/ 0	5/ 7/ 0
3-	A doption	8/18/ 3	0 8/ / 3	0 8/3 / 3	0 8/ 9/ 3
3- 1	A mendment	Pending	Pending	Pending	N/

Current Change Reason

Delete project

Funding Change(s):

Total project cost decreased from \$8 , to l

*Not Location Specific l

State TIP I Wa 3 1 C
Lead Agency Nevada DOT
Project Type Active Transportation (Bike/Ped) C
Project Name shoe County School District Safe Routes to School Program FFY 4 (T P)
Project Limits
Scope W ashoe County School District Safe Routes to School Program - Supplies and Equipment for Education and Outreach FFY 4

MPO/TIP RTC shoe 3- 1 C
contact Randy Hesterlee (774) 89-17 C
Air Quality Exempt

Local I C
N OT District C
T M No

Total ost \$1 6, 75
ounty W SHOE
onstructionN/

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future C	Total
OTHER	State Match - Nv	-	-	\$5,314	-	-	-	-	\$5,314
OTHER	T P FLEX STBG	-	-	\$1 ,961	-	-	-	-	\$1 ,961
	<i>Total Other</i>	-	-	\$1 6, 75	-	-	-	-	\$1 6, 75
	<i>Total Programmed</i>	-	-	\$106,275	-	-	-	- C	\$106,275

*Map Has Not Been Mark C

Version History

TIP	Document C	MPO Approval	State Approval	FHWA Approval	FTA Approval
3- 1 A	Amendment	3- 7 C	PendingC	PendingC	Pending N/

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project C

*Not Location Specific C



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Jim Gee, Director of Public Transit and Operations

SUBJECT: Keolis Fixed-Route Operations and Maintenance Board Update for RTC RIDE Service

RECOMMENDED ACTION

Quarterly report from Keolis Transit Services, LLC regarding fixed-route operations and maintenance performance measures. (No Action Required)

BACKGROUND AND DISCUSSION

During the Board Retreat on March 20, 2023, Board Chair Ed Lawson requested that staff present a 'performance' dashboard in its monthly report regarding Keolis' performance metrics. Board Chair Lawson also asked for a quarterly 5-10 minute presentation by Keolis, to see if Keolis is hitting its performance measures as required by their contract. The presentation by Keolis' General Manager, Don Swain, represents Keolis' quarterly update to the Board for RTC RIDE.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RTC RIDE

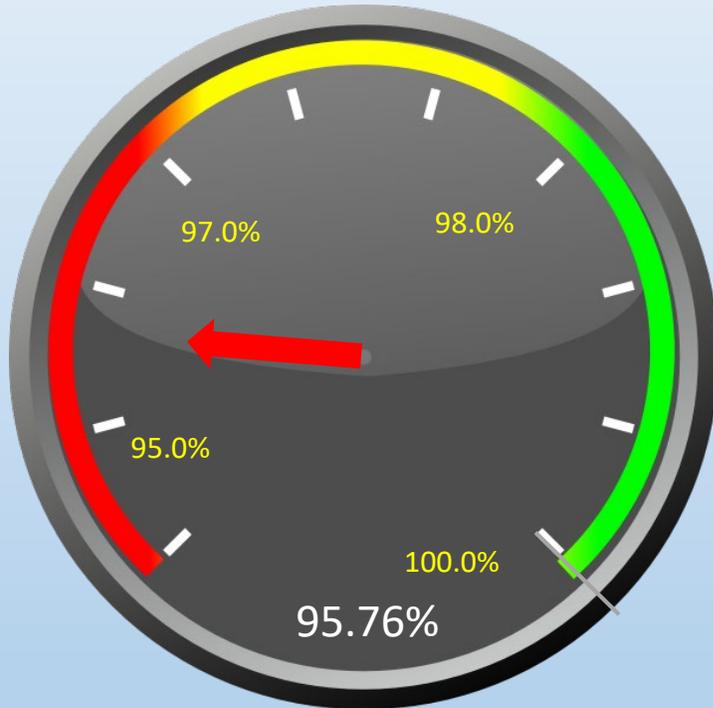


KEY PERFORMANCE INDICATORS FOR OCTOBER

Measurement Class	Key Performance Indicators	October 23	Responsible Party
Ridership measures	Total ridership	465,243	RTC
	Passenger miles	1,578,406	RTC
Availability measures	# of hours completed	21,301.303	Keolis
	% of missed trips	4.24%	Keolis
	% of trips completed	95.76%	Keolis
Internal cost and efficiency measures	Passengers per revenue hour	21.7	RTC
	Passengers per revenue mile	1.9	RTC
	Cost per mile	\$13.92	RTC
	Cost per passenger	\$7.29	RTC
Quality measurements	On-time performance	89.57%	RTC
	Preventable accidents per 100,000 miles	2.32	Keolis
	Valid customer complaints per 20,000 passengers	1.24	Keolis
Workforce measures	Driver call-offs	239	Keolis
	Safety labor management meeting topics	Hazard alerts, Drive cam review, ADA and Wheelchair securement	Keolis
	Employee events	Phil Pumphreys farewell BBQ	Keolis
	Total new hires by department	7-Ops.	Keolis
	Attrition by department	3-Ops.,	Keolis
	Grievances filed and resolved	1 Filed 0 resolved	Keolis
	ULPs filed and resolved	0/0	Keolis
	Arbitrations	0	Keolis
Asset management measures	Miles between road calls	23,510	Keolis
	% preventative maintenance inspections completed on time	100%	Keolis
Community measures	Public transit GHG reductions	1,256,584 lbs.	RTC

Contract Compliance for October

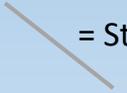
Completed Trips



Valid Complaints per 20,000 Passengers

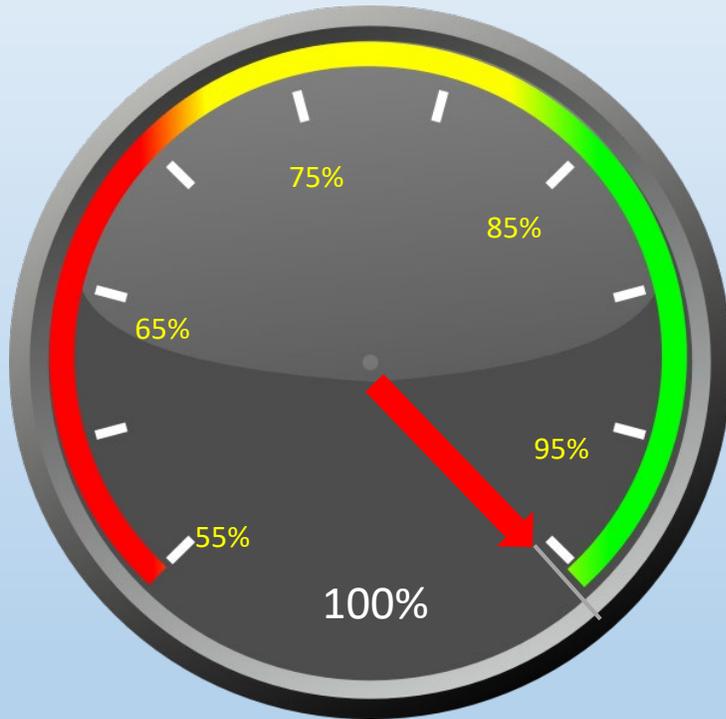


No more than 1 valid complaint per 20,000 passengers is the industry standard

 = Standard

Contract Compliance for October

Preventative Maintenance Inspections

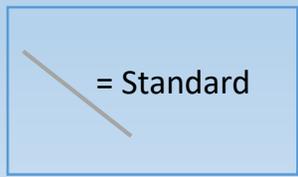


100% is the industry standard

Miles Between Road Calls



15,000 miles is the industry standard



Contract Compliance for October

On Time Performance



85% is the industry standard

Accident Frequency Ratio



No more than 1 preventable vehicle accident per 100,000 miles is the industry standard

Grievances



= Standard



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 11/17/2023

Agenda Item: 6.2.

To: Regional Transportation Commission

From: Laura Freed, Director, Administrative Services

SUBJECT: Government Leadership Solutions Report on RTC Climate Study

RECOMMENDED ACTION

Presentation on a report from Government Leadership Solutions regarding its evaluation of the RTC's organizational climate.

BACKGROUND AND DISCUSSION

In April, the RTC began an effort to evaluate its organizational climate. A contract was awarded to Government Leadership Solutions (GLS). In September, GLS conducted an anonymous survey of all RTC employees, and in October, GLS held off-site focus groups with employees. This item will be a presentation on the Executive Summary of GLS' findings, as well as the methodology, findings, and recommendations in the report.

GLS is preparing its final draft of the report and it is expected to be made available to the Board and the public at the meeting.

The item supports the FY 2024 RTC Goal, "Complete Climate Study of the Agency as a whole."

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: 11/17/2023

Agenda Item: 7.1.

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 taken.

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: 11/17/2023

Agenda Item: 7.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report Discussion

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.

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: 11/17/2023

Agenda Item: 7.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

SUBJECT: NDOT Report – I-80/Spaghetti Bowl Update

RECOMMENDED ACTION

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.
