

Location:



REGIONAL TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 9:00 A.M., Friday, September 20, 2024

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 <https://rtcwashoe.com/news/board-meeting-notes/>. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
 - 1.3.1 Receive Report from the Federal Highway Administration (FHWA) regarding the 2024 RTC MPO Certification Review – Alexander Smith

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 08/16/2024 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 monthly Planning Activity Report. (For Possible Action)
- 4.2.3 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (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 Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Community and Media Outreach Activities Report. (For Possible Action)

4.3. Planning Department

- 4.3.1 Approve the Regional Freight Plan. (For Possible Action)
- 4.3.2 Approve the Active Transportation Plan: Walk and Roll Truckee Meadows. (For Possible Action)
- 4.3.3 Approve a contract with Alta Planning + Design, Inc., for consulting services on Neighborhood Network Plans 1 & 2, in an amount not-to-exceed \$177,890. (For Possible Action)

4.4. Engineering Department

- 4.4.1 Approve a contract with Lumos & Associates, Inc., to provide engineering services for the Prater Way Rehabilitation Project from Pyramid Way to Stanford Way, in an amount not-to-exceed \$629,290. (For Possible Action)
- 4.4.2 Approve a contract with Lumos and Associates, Inc., for design and engineering during construction services related to the 2025 Preventive Maintenance Project, in an amount not-to-exceed \$982,155. (For Possible Action)
- 4.4.3 Approve a contract with AtkinsRealis USA, Inc., for design and optional engineering during construction services for the Signal Pole Standards Evaluation Project, in an amount not-to-exceed \$141,530. (For Possible Action)
- 4.4.4 Approve an administrative settlement in the amount of \$87,821 authorizing RTC to acquire certain property interests related to APN: 012-171-18 & 19 from Gould Properties, LLC, for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.4.5 Approve an administrative settlement in the amount of \$100,867 authorizing RTC to acquire certain property interests related to APN: 012-171-05 from Mill Street Management, LLC, for the Mill Street Capacity and Safety Project. (For Possible Action)

4.5. Public Transportation/Operations Department

- 4.5.1 Approve the purchase of two (2) Chrysler Pacifica ADA Accessible Minivans from Model 1 Commercial Vehicles (formerly Creative Bus Sales) utilizing the State of Nevada Fleet Vehicles Procurement Contract No. 99SWC-S1495, for an amount not-to-exceed \$174,984. (For Possible Action)

- 4.5.2 Approve the purchase of six (6) 2023 Ford Escapes from Corwin Ford, Reno utilizing the State of Nevada Fleet Vehicles Procurement Contract No. 99SWC-S1495, for an amount not-to-exceed \$188,419.50. (For Possible Action)
- 4.5.3 Approve a Sale of Equipment Contract with Air Products and Chemicals, Inc., for Phase II of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project which will increase the refueling capacity of the hydrogen fueling station, for a total not-to-exceed amount of \$1,068,582. (For Possible Action)
- 4.5.4 Approve Amendment #4 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, to increase the Service Hour Rate for normal service and special/extra service in years two and three of the first option term to \$103.79 in FY25, and \$109.61 in FY26, and increase the Fixed Monthly Payment in years two and three of the first option term to \$307,831 in FY25 and \$316,166 in FY26. (For Possible Action)

5. Public Hearing:

- 5.1. Conduct a public hearing regarding approval of Amendment No. 4 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 4 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP). (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

6. Reports (Information Only):

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

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

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

9. Adjournment (For Possible Action)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 08/16/2024

RECOMMENDED ACTION

Approve the meeting minutes for the 08/16/2024 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

10:05 A.M.

August 16, 2024

PRESENT:

**Ed Lawson, Mayor of Sparks
Alexis Hill, Vice Chair, Washoe County Commissioner
Mariluz Garcia, Washoe County Commissioner
Hillary Schieve, Mayor of Reno
Devon Reese, Reno City Council
Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Sondra Rosenberg, Deputy Director of NDOT**

ABSENT:

Tracy Larkin Thomason, NDOT Director

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.

Olivia Tanager, Executive Director of the Sierra Club's Toiyabe Chapter. The Toiyabe Chapter believes that we all have a right to a livable planet, and we work on supporting renewable energy expansion, public transit access, and conserving our land, water and wildlife in our region. We represent 40,000 members and supporters, and as such, we're the largest grassroots environmental group in the state. I wanted to come here today to talk about the potential legislation for Nevada's 2025 legislative session. We're working with legislators to bring a bill on transit to trails. This bill would create a commission that would work to identify high priority trailheads and secure federal funding for transit expansion. As proposed, the Transit to Trails Commission would have members from Washoe RTC and Southern Nevada's RTC, as well as relevant land management agencies, community representatives, and law enforcement. The Sierra Club slogan is "explore, enjoy and protect the planet". As a Reno resident, I have met children and community members who have never been to Lake Tahoe because of transportation limitations. Similarly, there are residents in Southern Nevada who have never been up to Mount Charleston or out to Red Rock. We believe everyone has a right to explore and enjoy Nevada's beautiful public lands and hope this will be the first step in eliminating barriers for recreation outside our communities across the state. If you have any questions or would like to speak to me about this, I'm super open to that. Please feel free to contact me. I just wanted to

notify you all because there's probably going to be a discussion on it in interim Natural resources next week, so feel free to reach out and I look forward to talking to you about this. Thank you.

Michael Gawthrop-Hutchins via Email on August 14, 2024, at 8:43 a.m. I would like to provide public comment for agenda item 4.3.1, Approve the South Virginia Street Transit Oriented Development (TOD) Plan. Overall this looks like a very solid plan. There are a few areas though that could be moved from good to great. In particular, it was disappointing to see that the only contemplated direct expansion of the Virginia Line was the route going to Downtown Damonte. All three routing options contemplate "full" BRT service (or as full of BRT service as RTC offers, the Institute for Transportation and Development Policy would disagree on classifying either the Virginia Line or Lincoln Line as BRT, but that is a discussion for another day). It seems foolish to contemplate only allowing one of the route options being allowed as a direct extension rather than a separate service. Also, I would like to say that any plan that doesn't include service to The Summit is shortsighted at best, given what a large employment center that is. It also seems shortsighted that none of the routes contemplate extending just a little bit further to the Redfield Campus. On the topic of employment centers, I do want to provide a rebuttal to one of the survey responses that was included in the report, the one that was very concerned about how the people living in the area tend to be economically better off and therefore more likely to have access to a car and that providing resources to that area could be depriving areas where people are not able to afford a car. This commenter is noble in their intentions, but I believe that they are ignoring a very important consideration, it isn't enough to provide service to the places where people who don't have access to cars live, you need to provide service to places for them to work, which these proposed services will do. Additionally, public transit should not, I might go so far as to say must not, be only a service of last resort for those "too poor" to own a car. It shouldn't even be a service of last resort for those who are unable to drive, due to age (young or old) or disability (people who can be found in every economic strata). It should be a viable option for anyone and everyone who needs or even just wants an alternative to driving. Even if we found out tomorrow that human activity does not contribute to climate change in any way, we know for certain that there are a lot of negative health effects from car exhaust, we know that car dependent development can be, and oftentimes is, devastating to natural habitat, and we are increasingly discovering that car dependent development isn't financially sustainable for our cities. For the sake of the quality of the air that we breath, the lands we leave future generations, and the fiscal health of our city, we need to make alternatives to driving easy and appealing.

Item 3 APPROVAL OF AGENDA

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

Items 4 CONSENT ITEMS

4.1 Minutes

4.1.1 Approve the meeting minutes for the 07/19/2024 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 monthly Planning Activity Report. (For Possible Action)

- 4.2.3 Acknowledge receipt of the monthly summary report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (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

- 4.3.1 Approve the South Virginia Street Transit Oriented Development (TOD) Plan. (For Possible Action)

4.4 Engineering Department

- 4.4.1 Approve a contract with Kimley-Horn and Associates, Inc., to provide engineering services on the ITS Program Support Project through August 31, 2025, in an amount not-to-exceed \$430,000. (For Possible Action)
- 4.4.2 Approve a contract with Lumos and Associates, Inc., for engineering services associated with updating the Standard Specifications for Public Works Construction (SSPWC), also known as the Orange Book, in an amount not-to-exceed \$283,200. (For Possible Action)
- 4.4.3 Approve a contract with Headway Transportation, LLC for design and optional engineering during construction services (EDC) for the Sparks Boulevard / Ion Drive Traffic Signal Project, and to perform various traffic studies, in an amount not-to-exceed \$449,300. (For Possible Action)
- 4.4.4 Approve an administrative settlement of up to \$440,680 authorizing RTC to acquire a fee simple interest in the entirety of APN: 013-082-15 from Robert F. and Evelyn J. Gunn Living Trust for the Mill Street Capacity and Safety Project. (For Possible Action)

4.5 Public Transportation/Operations Department

- 4.5.1 Approve a contract with Carahsoft Technology Corporation to provide a subscription to Swiftly's transit data platform to share real-time passenger information, manage day-to-day operations and improve service performance for public transportation utilizing the State of Nevada Cloud Services procurement contract No. 99SWC-NV24-17504, in an amount not-to-exceed \$472,526.60. (For Possible Action)
- 4.5.2 Approve a contract with New Flyer to purchase ten (10) hybrid diesel-electric buses utilizing the State of Washington's Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719-0110, in an amount not-to-exceed \$10,492,211.40. (For Possible Action)
- 4.5.3 Acknowledge receipt of this quarterly Construction/Maintenance update on Transit Stops as presented to the Citizens Multimodal Advisory Committee on August 7, 2024. (For Possible Action)

4.6 Executive, Administrative and Finance Department

- 4.6.1 Approve a Memorandum of Understanding between the Regional Transportation Commission (RTC) and Washoe County to formalize the terms and conditions upon which RTC will purchase employee health insurance coverage from Washoe County. (For Possible Action)

- 4.6.2 Acknowledge receipt of the Asset Donation Log for the fourth quarter of calendar year 2023 through the second quarter of calendar year 2024. (For Possible Action)
- 4.6.3 Acknowledge receipt of a report regarding quarterly progress on the RTC Agency Goals and Strategic Roadmap - FY 2024 (Q4). (For Possible Action)

On motion of Commissioner Reese to accept the consent items, seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that the consent items for this meeting be approved.

Item 5 PUBLIC HEARING

- 5.1 Conduct a public hearing and adopt a resolution approving a purchase and sale agreement for the sale of property (APN 004-082-18; APN 004-061-29; APN 004-061-20; APN 004-061-26; APN 004-061-22; and APN 035-033-02) to the City of Reno. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

Commissioner Reese. Mr. chair, if I may. I'm not sure that we need a staff presentation. Only in as much as I believe we've seen it here at this body before. For my part at the City of Reno, and I'll speak on behalf of myself and Mayor Schieve, this is a fantastic intergovernmental cooperative agreement that is the culmination of three different agencies working very hard to find creative ways in which the RTC, TMWA, and the City of Reno could impact positively our housing and affordable housing stock in the region. It really is a fantastic undertaking in that regard, and certainly I'm supportive of it. There are a lot of folks who have taken a role in it, and I think this body's willingness to step out into a space that it might not normally otherwise participate in is important in seeing our various and collective Boards work together toward solutions for affordable housing.

Vice Chair Hill, I just want to commend the City of Reno for your work in this space. Thank you so much for seeing how we can get more workforce housing online and working with the Building and Trades Union to do so. It's an exciting project. Congratulations.

Chair Lawson, my further discussion is we've been working on this for several years now. I'm glad to see it come to fruition and I'm 150% in favor of this and what the City of Reno has done. I'm very proud of you guys for making this happen.

Being no public comment, on motion of Commissioner Schieve to accept the report, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered that Item 5.1 is approved.

Item 6 DISCUSSION ITEMS AND PRESENTATIONS

- 6.1 Receive a presentation from staff regarding the draft Regional Freight Plan.

Graham Dollarhide, RTC Planning Manager. Today I'll be giving a presentation and discussion on the Draft Regional Freight Plan.

Staff works closely with NDOT in their statewide efforts, including their State Freight Plan. So, this plan will build on some of those efforts, but more so at a regional level

Establishing the vision and goals that set the stage for the rest of the plan included engagement with our stakeholders, which included TMRPA, City of Reno, City of Sparks, Washoe County, Reno, Tahoe Airport Authority, NDOT, Nevada Trucking Association, and others. Additionally, more in-depth one on one conversations were held with stakeholders and other agencies, including EDAWN, Reno-Tahoe Airport Authority, Storey County, City of Fernley and Manufacture Nevada. An online survey was used to gather general thoughts on freight from the public and with the help of the Stakeholder Working Group, a vision statement for Regional Freight was established, which is to foster a thriving and diverse economy in Northern Nevada through safe and efficient freight transportation infrastructure.

The Stakeholder Group helped establish the goals, which can be generally stated as improving safety, multimodal integration, efficiency of freight movement and truck parking, while also providing for sustainability and equity in freight movement. Review of existing conditions and several analyzes went into informing the plan and its recommendations. Data related to commodity flows, gaps in truck parking, regional land use and existing plans, facilities and infrastructure were all important considerations. Perhaps more importantly, data on truck safety, travel time, reliability, pavement conditions and utilization were assessed to determine priority freight corridors. These corridors factored into the recommendations to address freight mobility needs.

The focus on improving safety would obviously be to reduce truck involved crashes on freeways and regional roads, but efforts made to improve truck safety will typically also improve safety for all travelers. About a quarter of freight activity in northern Nevada uses multiple modes, meaning that planning for transfers between trucking, rail, and aviation is critical. We heard also from our working group that maintaining rail spur access was critical to multimodal integration and the overall success of freight movement. We also heard that providing a better link between air and surface modes can greatly enhance the flow of freight and passengers. The Reno-Tahoe Airport Authority needs to expand freight capacity and planning for this potential influx in air freight will be essential to the overall success of freight. Improving efficiency of freight movement means reducing travel delays and improving travel time reliability. This can be accomplished through strategies such as traffic signal optimization, targeted capacity improvements, improved connections to freeways and enhanced truck routes. Additionally, freight may have impacts on neighborhoods in the environment that are different from other types of transportation, so potential impacts from noise, air quality, and safety are of particular concern in traditionally underserved areas.

As we wrap up this process, staff will incorporate comments on the draft plan from the RTC Advisory Committees and the Board. Staff has already been working on doing this based on some of the comments received to date, and we'll plan to have everything finalized in the coming days in anticipation of a formal adoption in September. Additionally, potential establishment of a Freight Advisory Committee would be used to further improve coordination on freight planning and other initiatives. Thank you.

Adam Spear, RTC Legal Counsel, all three items here are for presentation only and require no action at this time.

6.2 Receive a presentation from staff regarding the 2050 Regional Transportation Plan (RTP) update.

Xuan Wang, RTC Planning Manager. Today I'm giving a presentation on the RTP update. To reiterate, the RTP is a long range transportation plan which was started in fall of 2023 and is aiming for approval in spring of next year. We have done an existing conditions analysis and had a Board Retreat in April, along with public and agency engagement, and right now we are working on future needs. Analysis in the draft plan will be ready for review in winter of 2024.

Stakeholder and community engagement is early and broad reaching. The purpose is to gain input on the current and future state of the transportation system, and to understand the concerns and the preferences. The input we get from this process will be informing decision making and also help develop RTP goals. We also had an online interactive map component on the public survey, and this helped us to understand the community needs at specific geographic areas. We had 473 participants for the online survey and received over 1700 comments. We gave three presentations at the Regional Government Partners, and our Agency Working Group, which is the group that helped shape the RTP.

Regional Planning and Coordination addresses the impact of growth and development, and the concerns with new development on existing infrastructure and public service. For public transit options, people would like to see expanded and improved transit options and also improvement on the transportation connections at the airport area. People want to see expanded rideshare options, carpool lanes, and park and ride facilities for pedestrian and bike safety and traffic.

We're currently working on developing a draft project listing. We start with the current 2050 RTP project listing, minus the ones that have already been completed, and added the recommendations from the Verdi study, the McCarran study, and the Monroe Study recommendations. In our July Agency working Group meeting, we asked the staff from our partner agencies and jurisdictions to go back and communicate within their organization and their elected representatives to recommend additional projects. If they have projects they want to add to this list, they will provide us with those recommendations by Friday of next week.

We're developing the travel demand model, which is an important analysis tool to analyze future transportation. Staff are also working on writing the RTP Chapters and we will provide the next Board update in October.

6.3 Receive a presentation from staff regarding the draft Active Transportation Plan.

Marquis Williams, RTC Transportation Planner, this is an informational presentation, and it will be on the agenda for approval next month.

The focus of the ATP is moving people outside of vehicles and getting that mode share. We heard from the Board and the community that there's a strong desire for better active transportation infrastructure. This plan is strongly focused on implementation and then utilization of our improved network.

We did two surveys. One was community-wide and the other was targeted at students in Washoe County School District and parents. We received a combined 1200 responses, which is really good for these kinds of efforts. We also did three public meetings, one at the Washoe County Senior

Center. We had a virtual public meeting for students and one other virtual for the community as a whole. We coordinated with local jurisdictions, City staff and County staff through our Agency Working Group. We want to make sure we're investing in low resource communities that traditionally haven't gotten as much investment. We want to see where our existing bike lanes and sidewalks are and how comfortable and safe they are. The theory here is a high concentration of residential activity that's close to destinations like schools, parks and grocery stores that should yield more active transportation trips.

We have identified neighborhoods and central Reno, central Sparks and Sun Valley are the top three highest scoring neighborhoods. Staff has budgeted time and funding for two neighborhood plans this year and Central Reno and Central Sparks would get the two initial plans with Sun Valley and down the list proceeding in the years following. The goal is hitting all 12 neighborhoods within 4 to 5 years.

The neighborhood network plans themselves are funded using planning dollars and we will be doing these 12 neighborhood plans instead of a larger region wide active transportation update. We want to move quickly into implementation, so once the plan is complete, staff will work to identify the best implementation strategies. It could be through existing programs like the Pavement Preservation Program, where if we stripe a road differently, maybe that can have a big impact on active transportation. Additionally, we can look into the opportunity for a dedicated active transportation program funding source. We'll continue to look at discretionary grant funds and those opportunities as they arise. We'll continue with the regional coordination as we implement these plans. We want to have constant contact with staff at the jurisdictions as well as presentations when appropriate to this board. Each neighborhood plan will also have a local neighborhood coalition, so we can incorporate feedback from first responders, teachers, council members, business owners, residents and people who are uniquely familiar with the neighborhood. To conclude, this Active Transportation Plan establishes this neighborhood network planning process as well as a program for creating a network of safe facilities for active transportation. We will provide ongoing education and engagement opportunities and streamline processes to ensure efficient design and implementation. Like I said at the beginning, we'll be back for approval next month and will also bring a contract for consultant help with the first two neighborhood plans.

Item 7 REPORTS (Informational Only)

7.1 RTC Executive Director Report

1. Starting next month, our board meetings will begin at nine o'clock in the morning. This is a return to our previous schedule, now that all our board members are available at that time. I do want to point out that our November meeting will begin at eight o'clock a.m., so our Washoe County Commissioners can fulfill their requirement to canvass the vote. We'll see you on September 20th at nine o'clock for our next board meeting.
2. On July 26th, the Reno Fire Department requested assistance from the RTC and Keolis because of a structure fire. The fire happened in Northwest Reno at McCarran and 7th and impacted Routes 4 and 11. Keolis was quick to respond and had a bus there in less than 15 minutes. 12 residents sheltered in the bus where the Red Cross and T.I.P. interviewed them and offered services. None of the evacuees had to be transported.
3. Keolis and MTM were also on standby for the Gold Ranch Fire, earlier this week for potential evacuations. Luckily, the evacuations weren't needed. Thank you to Rob Reeder, Jamie Borino, Keolis and MTM for providing this quick response when members of our community were dealing with these serious events.

4. Speaking of Rob – I would like to congratulate him on his retirement. Rob has worked for RTC for 19 years after a career in law enforcement. He has been a very important member of our team as the Chief Safety Officer. Rob is in charge of our safety and security here at our administrative offices and our bus facilities. He’s been a great colleague to everyone here and he’s done a great job to keep all of us safe on the job. We will miss him here at the RTC but we’re wishing him all the best in his well-deserved retirement. Rob’s last day is September 6th.
5. Thank you to the board and staff at RTC for attending the Arlington Avenue Bridges event, Tuesday. We were very honored to host Transportation Secretary Pete Buttigieg, Senator Catherine Cortez Masto, and Senator Jacky Rosen. This was a very successful event that showcased an extremely important upcoming project that the board previously designated as a federal priority. We plan on starting construction in May and it’s expected to take about one year to complete.
6. Please join us in congratulating Delores Pacheco for the MTM Employee of the month for July 2024. Delores has been serving our community for 17 years with RTC Access and now FlexRIDE. She enjoys being her own boss on the road and picking up her regulars. At home, she has a “manicured yard” which takes her spare time – and she enjoys spending time with her 6 grandchildren and 2 great grandchildren when they’re in town.
7. Congratulations to Michael Humes as the Keolis Driver of the Month. Michael has worked as a bus operator for Ride for more than 30 years. He is also on the Keolis-Reno Safety Committee Review Board. His accomplishments in July consist of a 95 percent on-time performance, zero preventable accidents, and no customer complaints. Michael is a family man who enjoys spending quality time with his loved ones.

7.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer. Congress is in recess until after Labor Day, so there won't be any movement on the appropriations bills until September. Our senators and our congressmen have been staying pretty busy making the rounds up here in Northern Nevada. The House has passed five of 12 of their appropriations bills so far. The Senate Appropriations Committee has approved 11 of 12 funding bills. Lawmakers will have just a handful of days by the end of September to avoid a government shutdown after they return to Washington. The expectation is that they will come up with both chambers passing a continuing resolution that will get us through about mid-December. Of course, what happens this year in the election will determine what happens after that.

The Reconnecting Communities grant program is open, and we are in the process of applying for this grant for the Sun Valley Boulevard project between Scottsdale Road and Seventh Avenue. As we heard earlier today, this is a high priority for Commissioner Garcia, and we're really keeping our fingers crossed that this will be a successful grant application because we know how badly this project is needed out there. That application is due on September 30th. The FTA will host a meeting on Bus Design September 10th. Transit bus manufacturers will present their research and plans to improve visibility for the bus operators through vehicle design. They'll look at things like mirror size and placement, A-pillar design, and opportunities to standardize safety features. The Bureau of Transportation Statistics updated its economic trends and just a couple of things that kind of stood out. It shows about 6.6 million jobs are in the transportation and warehousing industries, and that's an increase from the previous month, with about 4.2% of the US employment. The unemployment rate in transportation is 6.8%, so that's still pretty high. It's more than two points higher than the rest of the unemployment rate, which is 4.5%. And that concludes my report.

Commissioner Reese. Mr. Nelson, I wanted to just thank you personally for the exceptional work that you put into making the Buttigieg Arlington Bridges replacement project work. I know it's a difficult thing to coordinate with so many elected national folks, Secret Service, the folks running congressional offices, but I thought the event was flawless. And I know you have a team of folks that work with you to make it happen. So, I'm really thanking you because you're the tip of the spear. It was one of the better executed events that I've seen pulled off, and just an incredible opportunity for our region to showcase and highlight the infrastructure changes happening. I know you never take credit for the work that you do, but you have my absolute thanks for it.

7.3 NDOT Director Report

NDOT Deputy Director Sondra Rosenberg gave a presentation and gave a summary on the following topics:

- Union Pacific Follow-ups
- Thank You to Nevada First Responders
- Emergency Closures, I-80 California/Nevada
- Arlington Bridge Groundbreaking
- Tahoe Summit

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Vice Chair Hill, a question for Mr. Thomas, when the Transit to Trails item comes to the interim Natural Resources Committee next week, I just wanted to see what the process was for our legislative priorities. Can we comment in support of that since we're already doing that effort? Connecting, like trying to do a study of how we connect Lake Tahoe and the Reno area, Sparks area, Washoe County. We're already trying to kind of do that as a board, and I was wondering, is it appropriate and how do we comment in support of what the Sierra Club is trying to do?

Bill Thomas, RTC Executive Director. My answer would be let us take a look at it. I don't know yet and I haven't talked to any of the staff. That was the first time I heard about it. So let's take a look at it and then get back to the board. If it makes sense, we can put something on for the board to take a position on it, if that's the desire, which it sounds like it is.

Item 9 PUBLIC INPUT

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

Michelle Kraus, Clerk of the Board stated one public comment was received via email, which was sent to the Board members Thursday evening and will be included in the meeting minutes.

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 11:32 a.m.

ED LAWSON, Vice 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: 9/20/2024

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
N/A	

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Construction Manager at Risk - Sierra Street Bridge	September 12, 2024
La Posada-TRIC Connector Alignment Study	September 25, 2024
Independent Cost Estimator for Sierra Street Bridge Project	September 26, 2024

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
N/A			

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
Power & Pressure Washing at RTC Stations	Max Carter dba Walkers Window Cleaning	\$53,000
BRT Sign Installation	Titan Electrical Contracting Inc.	\$59,200

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
KOLO Spanish TV Advertising	Gray Media Group	08/01/2024	A1	\$28,000	\$68,000
Sparks Intelligent Corridor	Quanta Telecom	08/02/2024	CO1	\$45,208	\$748,985
Steamboat Parkway	Q&D Construction	08/22/2024	CO1	\$95,507	\$9,627,507
2024 Preventive Maintenance	Sierra NV Construction	09/04/2024	CO1	\$421,138	\$8,782,145



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Vanessa Lacer, Planning Director

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: Plan formally adopted during August meeting. Project complete.</i>	

Active Transportation Plan	
Marquis Williams, Project Manager	https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/
<i>Status: Plan presented at August Board meeting and scheduled for approval at September meeting.</i>	

Regional Freight Study	
Marquis Williams, Project Manager	https://rtcwashoe.com/planning/regional-planning/regional-freight-plan/
<i>Status: Plan presented at August Board meeting, and scheduled for approval at September meeting.</i>	

RTC Regional Travel Characteristics Study	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/survey2023/
<i>Status: Data collection has been completed. Final report received.</i>	

RTC Regional Travel Demand Model Update	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/model2023/
<i>Status: A base year model has been built. The project team is working on calibrating it using survey data.</i>	

RTC Regional Transportation Plan Update	
Xuan Wang, Project Manager	https://rtcwashoe.com/planning/regional-planning/rtp/
<i>Status: An AWG meeting was held to review the draft project prioritization tool. The project team is working on developing the project listing and project prioritization.</i>	

RTC Intersection Safety Improvement Prioritization	
Xuan Wang, Project Manager	N/A
<i>Status: 20 signalized intersections and 20 unsignalized intersections are identified. Final report received.</i>	

ONGOING PROGRAMS

Data Collection Program	
Xuan Wang, Project Manager	https://d1m.maps.arcgis.com/apps/mapviewer/index.html?webmap=06f3673e1e40454cbabbb57e67b424e2
<i>Status: Data collection started for scheduled sites. Continue to identify sites for data collection.</i>	

Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<p><i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i></p> <ul style="list-style-type: none"> • <i>Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.</i> 	

Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<p><i>Status: Application for SS4A planning funds to update the Action Plan and High Injury Network awarded 9/5/24; a total of \$1.2 million in federal dollars will support the total project cost of \$1.5 million. Task Force meeting 9/9/24.</i></p>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.2.3

To: Regional Transportation Commission

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

SUBJECT: Advisory Committee Report

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

- The Citizens Multimodal Advisory Committee (CMAC), which includes members from the community. 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 CMAC met on 09/04/2024 and received two presentations. The first was an update on the Tahoe Pyramid Trail project, which included new project developments in Verdi, Mogul, and West Reno, as well as in East Sparks, Lockwood, Fernley, and Wadsworth. Members generally expressed support for the project. There was an interest in ensuring participation from all counties, as well as companies, benefited by this Path, along with emphasizing transit connectivity to the Path itself. The second presentation was regarding Amendment 4 to the FFY 2023-2027 RTIP, which included funding updates to several NDOT-led projects. The committee members generally expressed strong opposition to one project in particular, the I-80 widening project between Sparks and the TRI Center. Members expressed concern for the implications of the widening to the local economy, climate, and rate of car dependency. The full meeting recording can be found on the RTC website.

The TAC met on 09/05/2024. The committee received a presentation on Amendment #4 to the FFY 2023-2027 RTIP, which included funding updates to several NDOT-led projects. Matt McCarthy (NNPH) asked about the interaction between the anticipated start of construction for the I-80 project and the timeline for the rail feasibility study. Graham Dollarhide (RTC) and Kevin Verre (NDOT) clarified that the rail study is separate from the project, and the construction timeline is not finalized. The committee recommended approval of the RTIP amendment. The committee received a presentation from Mark Cameron with Tahoe Pyramid Trail. Mark discussed the organization's history, goals, and the Tahoe Pyramid Trail project, as well as the next steps for a planning grant.

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: 9/20/2024

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 2025 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



RTC Engineering Monthly Report

Active Transportation Projects

Biggest Little Bike Network

Sara Going, Project Manager

<https://rtcwashoe.com/projects/downtown-reno-micromobility/>

Status: Preliminary design for the project is underway. The public will have the first opportunity to provide input on the 30% design in September 2024.

Eagle Canyon Safety and Operations

LaShonn Ford, Project Manager

<https://rtcwashoe.com/projects/eagle-canyon-safety-and-operations/>

Status: The project has reached 60% design.

Capacity/Congestion Relief Projects

4th Street and Woodland Avenue Roundabout

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/4th-street-and-woodland-avenue-roundabout/>

Status: Construction is substantially complete. The project is located in the City of Reno. 4th Street is a Nevada Department of Transportation (NDOT) maintained roadway.

Buck Drive Circulation

Maria PazFernandez, Project Manager

<https://rtcwashoe.com/projects/buck-drive-circulation/>

Status: Kimley-Horn & Associates has been selected firm to further evaluate and design the project. The team is moving forward with preliminary design work. Sixty percent (60%) design plans are expected by the end of October 2024.

Butch Cassidy Drive Extension

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/butch-cassidy-drive-extension/>

Status: Preliminary design is underway.

Geiger Grade Road Realignment

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/geiger-grade-road-realignment/>

Status: RTC kicked off a feasibility study for this project in Summer 2024.

Kietzke Lane ITS

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/kietzke-lane-its-project/>

Status: Project has been awarded to Sierra Nevada Construction. Construction started August 12, 2024, and will continue through mid-October 2024.

Legends Roundabouts

Sara Going, Project Manager

<https://rtcwashoe.com/projects/legends-roundabouts/>

Status: The project is currently under design.

Military Road Capacity & Safety

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/military-road-capacity-safety/>

Status: The RTC, in cooperation with the City of Reno, is in the intermediate design phase for the project.

N McCarran Blvd & Pyramid Hwy Fiber

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/n-mccarran-boulevard-pyramid-highway-fiber/>

Status: Construction is substantially complete.

North Valleys North Virginia Street Capacity

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/north-valleys-north-virginia-street-capacity/>

Status: Project is just getting started. Looking at early scoping and schedule items. Currently performing survey, geotechnical investigations, hydrology/hydraulics analysis, traffic modeling and preliminary engineering.

Pembroke Drive Capacity & Safety

Maria Paz Fernandez, Project Manager

<https://rtcwashoe.com/projects/pembroke-drive-capacity-safety/>

Status: Thirty percent (30%) design plans have been submitted for comments. Sixty percent (60%) plans submittal is expected by the end of October 2024.

Pyramid Highway Operations Improvements

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/pyramid-highway-operations-improvements/>

Status: Preliminary design of southbound (SB) lane Improvements is advancing to 30% design.

Pyramid Improvement Phase 1

Amanda Callegari, Project Manager

<https://rtcwashoe.com/projects/pyramid-highway-us-395-connection-project/>

Status: The Nevada Department of Transportation (NDOT) is performing the construction administration of Phase 1 of the overall Pyramid/395 Connector (NDOT Contract 3948). Construction began May 1, 2023 and is anticipated to take approximately two years to complete. Information regarding public meetings, project details, and construction updates can be found on the project website at www.pyramidhighway.com. Additionally, information can be found on either the RTC or NDOT websites.

Pyramid Wy, Sparks Blvd, Highland Ranch Pkwy Intersection

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/pyramid-way-sparks-boulevard-highland-ranch-intersection/>

Status: Preliminary design and data collection has begun. This project involves providing 60% level design for the Pyramid/Sparks Interchange as well as preliminary (30%) design of the Connector (the new roadway from Pyramid Highway to US 395), identified as Phase 3 in the draft phasing plan of the FEIS.

A packaging plan and phasing evaluation will be conducted for the overall Pyramid Highway/US 395 Connector project to better address potential funding availability for construction implementation. Traffic modeling and analysis will be utilized in a scenario approach to support the packaging and phasing effort alongside public involvement and a National Environmental Policy Act (NEPA) compatibility review.

S Virginia Street & I-580 Exit 29 Capacity & Safety

Maria PazFernandez, Project Manager

<https://rtcwashoe.com/projects/south-virginia-street-and-i-580-exit-29-capacity-and-safety/>

Status: Construction started on June 17, 2024. Night work expected. Lane shifts to maintain two lanes in each direction during AM and PM peak hours (7 am - 9 am & 4 pm - 6 pm). Northbound lane closed along South Virginia Street between Patriot Blvd and Longley Ln for demolition and construction of improvements.

Sky Vista Pkwy Widening and Rehabilitation

Amanda Callegari, Project Manager

<https://rtcwashoe.com/projects/sky-vista-widening-rehabilitation-project/>

Status: Construction on the Sky Vista Widening Project has reached substantial completion. For additional information, please visit: https://www.rtcwashoe.com/sky_vista.

South Meadows Traffic Enhancements

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/south-meadows-traffic-enhancements/>

Status: Construction is complete. Thank you for your patience during this project.

Sparks Boulevard Capacity Improvement

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/sparks-boulevard-capacity-improvement-greg-street-to-baring-boulevard/>

Status: The Federal Highway Administration (FHWA) approved a Finding of no Significant Impact (FONSI) in March 2024 regarding the Environmental Assessment (EA) for this project. Project team is advancing design for the segment of the project between I-80 and Baring Blvd (Phase 2).

Construction is complete for the southern segment (Phase 1) of the project, between Greg St and I-80. More information is available at SparksBlvdProject.com.

Sparks Intelligent Corridors

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/sparks-intelligent-corridor/>

Status: Construction is substantially complete. Contractor is working on remaining items. System integration and testing is in progress.

Sparks/Ion Traffic Signal

LaShonn Ford, Project Manager

<https://rtcwashoe.com/projects/sparks-boulevard-ion-drive-traffic-signal/>

Status: Design is expected to begin in Fall of 2024.

Steamboat Parkway Improvement

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/steamboat-parkway-improvement-damonte-ranch-pkwy-to-veterans-pkwy/>

Status: Utility relocations, roadway widening, and concrete work is on-going.

Traffic Signal Fiber 25-01

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/traffic-signal-fiber-25-01/>

Status: RTC's consultant, Kimley-Horn and Associates, Inc., is working through intermediate design.

Traffic Signal Installations 23-01	
Alex Wolfson, Project Manager	https://rtcwashoe.com/projects/traffic-signal-installations-23-01/
Status: Construction is substantially complete. New traffic signal at the Moana and Baker intersection was activated on June 20, 2024.	
Traffic Signal Modifications 23-01	
Sara Going, Project Manager	https://rtcwashoe.com/projects/traffic-signal-modifications-23-01/
Status: Summit Line Construction, Inc. began construction in July 2024. Work will continue through November 2024.	
Traffic Signal Modifications 24-01	
Sara Going, Project Manager	https://rtcwashoe.com/construction-projects/traffic-signal-modifications-24-01/
Status: The project design is 90% complete.	
Traffic Signal Modifications (TSM) 25-01	
LaShonn Ford, Project Manager	https://rtcwashoe.com/projects/traffic-signal-modifications-25-01/
Status: Preliminary design is in progress.	
Traffic Signal Timing 7	
Alex Wolfson, Project Manager	https://rtcwashoe.com/projects/traffic-signal-timing-7-project/
<p>Status: New timing plans have been implemented for the following corridor:</p> <ul style="list-style-type: none"> - Golden Valley Rd between Beckwourth Dr and N Virginia St <p>Next corridors planned for re-timing are:</p> <ul style="list-style-type: none"> - Lemmon Dr - Oddie Blvd - Moana Ln 	

Veterans Parkway ITS	
Austin McCoy, Project Manager	https://rtcwashoe.com/projects/veterans-parkway-its/
Status: RTC's consultant, HDR, Inc., is working towards final design.	

Veterans Roundabout Modifications	
Jessica Dover, Project Manager	https://rtcwashoe.com/projects/veterans-roundabout-modifications/
Status: Working with the consultant to complete preliminary design efforts on the project. Construction is tentatively scheduled to start in Spring 2025.	

Vista Boulevard/Disc Drive Intersection Improvement	
Alex Wolfson, Project Manager	https://rtcwashoe.com/projects/vista-boulevard-disc-drive-intersection-improvements/
Status: Project design has reached the 90% milestone. Right of way acquisition is underway. Project construction is expected to begin in Spring 2025.	

Vista Boulevard/Prater Way ITS	
Garrett Rodgers, Project Manager	https://rtcwashoe.com/projects/vista-boulevard-prater-way-its/
Status: Design of project started in July 2023. One hundred percent (100%) design submittal review is complete. Team is advancing necessary permits for project advertisement.	

Corridor Improvement Projects

Arlington Avenue Bridges NEPA/Design/EDC	
Bryan Byrne, Project Manager	https://rtcwashoe.com/construction-projects/arlington-avenue-bridges-project/
Status: Construction CMAR contract was approved by the RTC board on July 19, 2024. Project is tentatively scheduled for construction to begin May of 2025.	
For additional information please visit: ArlingtonBridges.com	

Keystone Ave Bridge Replacement	
Sara Going, Project Manager	https://rtcwashoe.com/projects/keystone-avenue-bridge-replacement/
Status: The Feasibility Study was completed in August 2024. The team will soon advance the project into Preliminary Design.	
Lemmon Drive Traffic Improvements and Resiliency	
Bryan Byrne, Project Manager	https://rtcwashoe.com/projects/lemmon-drive-traffic-improvements-and-resiliency/
Status: The project is actively advancing in completing the necessary NEPA studies. The project team is working to address public input into the design. Team is progressing into the 60% design phase of the project. A public meeting was held on August 21, 2024 with public comment ending on September 6, 2024.	
McCarran Boulevard Safety and Operational Improvements	
Jessica Dover, Project Manager	https://rtcwashoe.com/projects/mccarran-boulevard-safety-and-operational-improvements/
Status: Project Prioritization Phase underway. The Prioritization Working Group (PWG) has been established to assist in coordination efforts between RTC, NDOT and Local Agencies. Review of Existing Information started in May 2024. Conceptual Engineering anticipated Spring 2025.	
Mill Street Capacity & Safety	
Kimberly Diegle, Project Manager	https://rtcwashoe.com/projects/mill-street-capacity-and-safety/
Status: The RTC is progressing the final design and right-of-way process for Mill Street improvements. Please visit www.MillStreetWidening.com for additional information.	
Oddie / Wells Corridor Multi-Modal Improvements	
Maria PazFernandez, Project Manager	https://www.senserasystems.com/public/cameras/oddiewellsproject
Status: Project is substantially completed. Punchlist and landscape maintenance work being performed with intermittent lane/shoulder closures.	

Sierra Street Bridge Replacement	
Bryan Byrne, Project Manager	https://rtcwashoe.com/projects/sierra-street-bridge-replacement/
Status: The design team is currently developing a workshop to gather public input on specific aesthetic features for the bridge. This workshop will be open to the public from August 5 to September 27, 2024. Please visit the projects website for more information at www.sierrastreetbridge.com .	
Sun Valley Boulevard Corridor Improvements - Phase 2	
Jessica Dover, Project Manager	https://rtc2023.wpengine.com/construction-projects/sun-valley-boulevard-corridor-improvements-phase-2/
Status: Nichols Consulting Engineers (NCE) is continuing preliminary design efforts; Project schedule is on target. Evaluation of Drainage Alternatives: Spring 2024 - Fall 2024	
West Fourth Street Downtown	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/west-fourth-street-downtown/
Status: The project is in the design phase with RTC's consultant, Wood Rodgers.	
West Fourth Street Safety	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/west-fourth-street-safety/
Status: Design process is underway and RTC is working with NDOT on environmental review.	
<i>Pavement Preservation Projects</i>	
1st Street Rehabilitation and Signal Replacement	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/1st-street-rehabilitation-and-signal-replacement/
Status: The project is substantially complete and open with no traffic controls.	

2024 Corrective Maintenance	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/2024-corrective-maintenance-somerset/
Status: The contractor started phase 1 construction (utility lowering) on August 12, 2024. There will be major traffic impacts from this construction during phase 2 when the milling and paving operations begin.	
2024 Preventive Maintenance Program	
Jessica Dover, Project Manager	https://rtcwashoe.com/projects/2024-preventive-maintenance-project/
Status: Construction in progress; slurry, striping/thermo on-going various locations.	
2025 Bridge Maintenance	
Scott Gibson, Project Manager	https://rtcwashoe.com/projects/2025-bridge-maintenance/
Status: Design efforts are just getting underway. Construction is not anticipated until Spring 2025.	
Arrowcreek/Wedge Rehabilitation	
Jessica Dover, Project Manager	https://rtcwashoe.com/projects/arrowcreek-parkway-wedge-rehabilitation/
Status: Preliminary design is underway.	
Holcomb Avenue Rehabilitation	
Amanda Callegari, Project Manager	https://rtcwashoe.com/projects/holcomb-avenue-rehabilitation/
Status: Construction on Holcomb Avenue has reached substantial completion.	
Las Brisas and Los Altos Resurfacing	
Jessica Dover, Project Manager	https://rtcwashoe.com/projects/las-brisas-and-los-altos-resurfacing/
Status: Work on Las Brisas Blvd between Robb Dr and Britannia Dr has reached Final Completion. Work from Britannia Dr to McCarran Blvd is approaching Substantial Completion. Work on Los Altos Pkwy between S. Vista Blvd and Goodwin Rd has reached Final Completion. Work from Goodwin Rd to N. Vista Blvd is approaching Substantial Completion.	

Meadowood Rehab

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/meadowood-rehab/>

Status: Surveying, geotechnical investigation and preliminary engineering are in progress.

N Virginia Street University Rehabilitation

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/north-virginia-street-university-rehabilitation/>

Status: Construction is currently underway and is expected to continue until mid-August 2024.

Raleigh Heights Rehabilitation

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/raleigh-heights-rehabilitation/>

Status: Construction is underway and scheduled to go through mid November. Advanced notices for parking and traffic impacts are being distributed by Sierra Nevada Construction.

Selmi Drive Rehabilitation

Maria PazFernandez, Project Manager

<https://rtcwashoe.com/projects/selmi-drive-rehabilitation/>

Status: Construction is complete. Road is open with no restrictions. Minor lane shifts may occur for punchlist items.

Stanford Way Rehabilitation

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/stanford-way-rehabilitation/>

Status: Q&D Construction completed all construction activities as of August 2024.

Other Projects

4th Street Station Expansion

Ian Chamberlain, Project Manager

<https://rtcwashoe.com/projects/4th-street-station-expansion-lake-street-evans-avenue-4th-street-station-and-retrac/>

Status: Project is on hold.

Peppermill BRT

Ian Chamberlain, Project Manager

<https://rtcwashoe.com/projects/peppermill-brt/>

Status: Project reached substantial completion and the bus stop is operational.

Virginia Line BRT Improvements

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/virginia-line-brt-improvements/>

Status: Final design is underway for this project.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Sparks Boulevard Improvement	Namtip Khamhiran	\$1,000.00	\$0
Sparks Boulevard Improvement	David Sakhrani	\$500.00	\$0
Sparks Boulevard Improvement	Shaun Sakhrani	\$500.00	\$0
Sparks Boulevard Improvement	Shellbourne Global, LLC	\$33,114.00	\$0
Sparks Boulevard Improvement	Antonio & Ruth Tumbaga	\$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: 9/20/2024

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Monthly Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

See Attachment A for background and discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights

KEOLIS Announces Return of Reno Bus Roadeo – Keolis will be hosting this year’s Bucking Buses Bus Roadeo on Saturday, September 28th. The event will be held at the North Parking Lot of the Livestock Event Center, and the course competition will begin at 9:00a. RTC staff along with others will serve as judges for the event. The winner will represent Keolis and the RTC at the International Bus Roadeo April 4-8 in Austin, TX.



SENIOR FEST 2024 - RTC staffed a booth at the Annual Senior Fest event on September 3rd at the Reno Town Mall. Senator Cortez-Masto along with RTC Commissioner and City of Reno, Vice Mayor, Devon Reese attended the event. Returning for its 27th year, *Senior Fest* is a free event featuring more than 60 businesses and vendors to connect seniors and caregivers to various services in our community. *Senior Fest* promotes healthy aging and wellness for

Washoe County's elderly. During the event, attendees had an opportunity to tour one of RTC's FlexRIDE vans. Staff offered valuable information about utilizing FlexRIDE and were available to answer any questions regarding the RTC's senior transit services.



RTC RIDE Key Highlights – August

- 10 trainees released to Operations for revenue service
- Driver of the Month: Victor Echeverria (July Accomplishments)
- 99% service hours and trips
- Magic Treehouse Pre-K site tour
- Employee Engagement:
 - National Beach Day, Friday, August 30th
- No new Grievances filed in August, and none withdrawn. No new ULP



Keolis represented staffing headcount as of August 28, 2024:

Position	Total Employed	#Needed
Coach Operator Trainees	13	2+
Coach Operators	168	2
Dispatchers	7	0
Road Supervisors	4	0
Mechanic A	6	0
Mechanic B	4	0
Mechanic C	4	0
Facilities Technician	2	0
EV Technician	1	0
Utility Worker	12	1
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – August

Classes: Class held on 8-6-2024 with 6 Drivers. Only 1 made it to revenue service as of 8-31-2024

Safety:

- **Accidents:**
 - 2 preventable
 - 1 non-preventable
- **Incidents**
 - 2
- **Injuries:**
 - 0
- **YTD Preventable Accident Count: 13**
- **YTD Injury Count: 2**

- **August Safety Blitz**
 - Schools Back!

- **August Safety Meeting**
 - Safety Management System
 - LOTO (Lock out – Tag out)

MTM represented staffing headcount as of August 28, 2024:

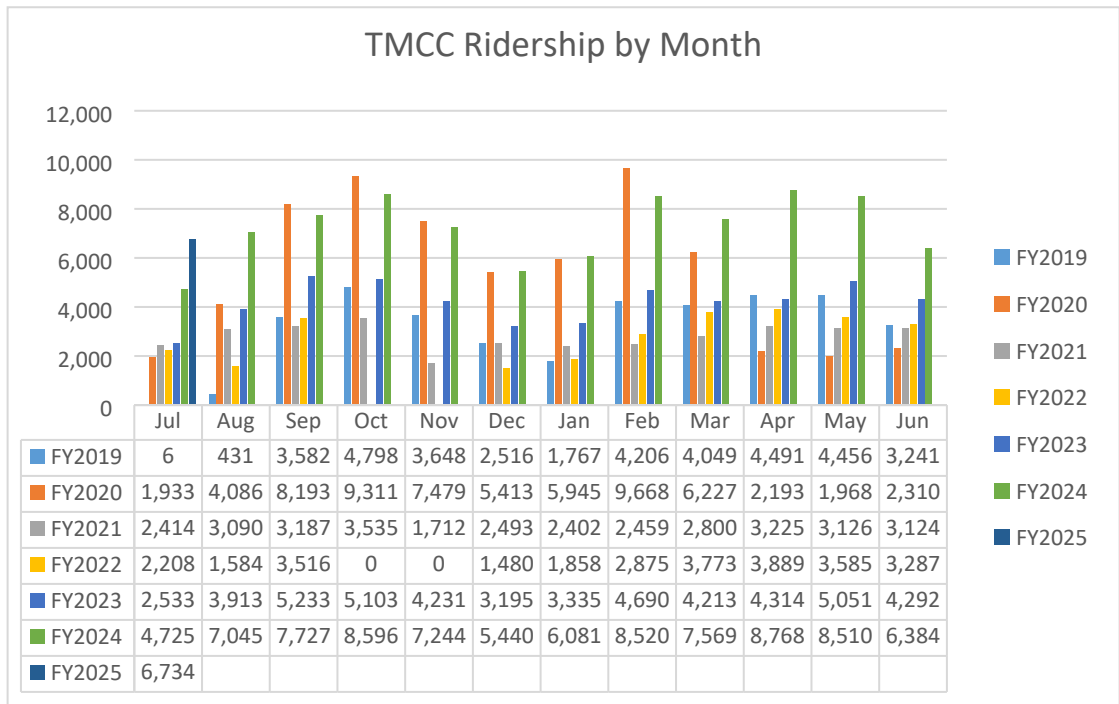
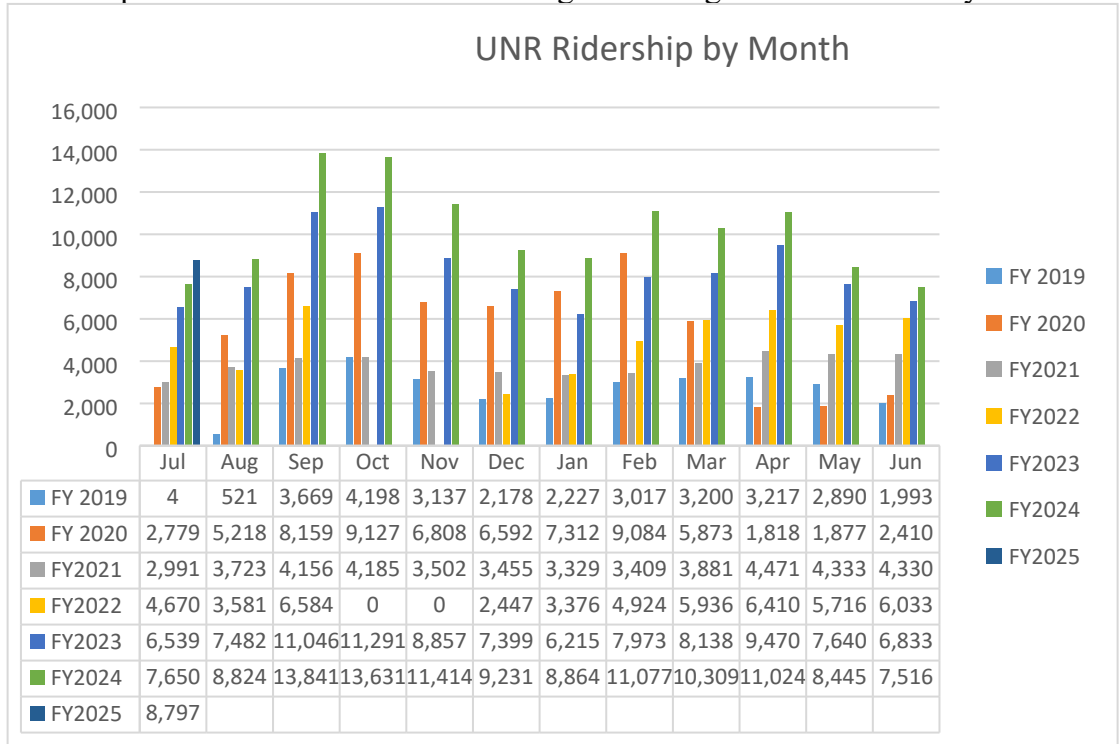
Position	Total Employed	#Needed
Drivers	55FT – 3PT	10FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5	0
Mechanic A	3 FT	0
Maintenance Technician	1	0
Utility Worker	1	0

TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools dropped to 331 as layoffs from Telsa impacted 7 of our vans. Staff continues to work with a group in Tahoe to increase the number of vans going to the Lake. Currently 23 vans are servicing the Lake Tahoe area.
- Staff meets weekly with RTC’s marketing company Celtis to discuss deliverables for the ED Pass program.
- Staff attended the 38th annual Association for Commuter Transportation in Denver and presented at a session.
- Staff had a table at the TMRPA event on August 17.
- Staff attended the Lake Tahoe Summit on August 22.



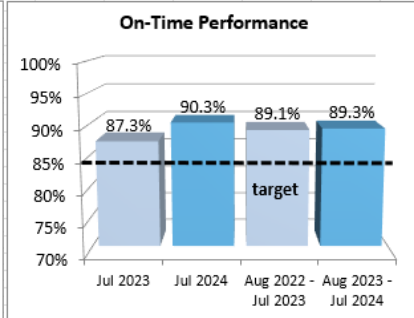
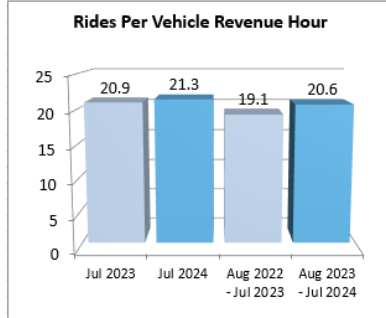
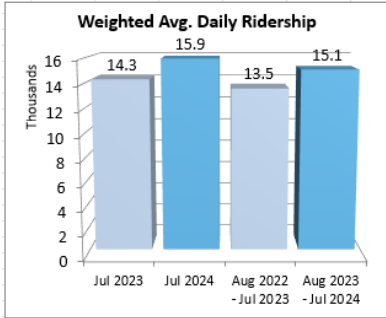
Ridership numbers from the ED Pass Program through the month of July 2024:



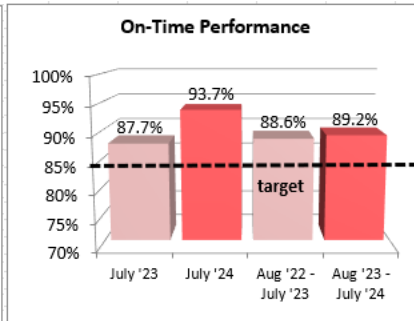
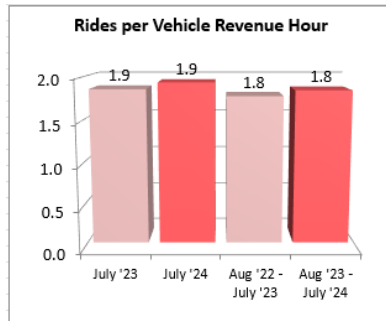
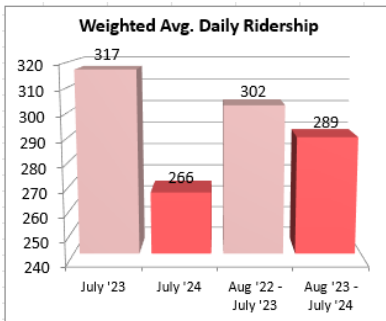
Ridership remains strong at both campuses. We hit new monthly highs at both colleges. We are embarking on a new campaign with our marketing company, so we look forward to increasing those numbers in the coming year.

JULY 2024 TRANSIT PERFORMANCE

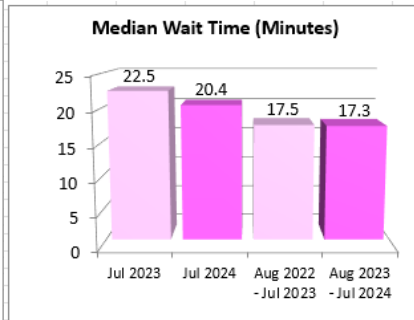
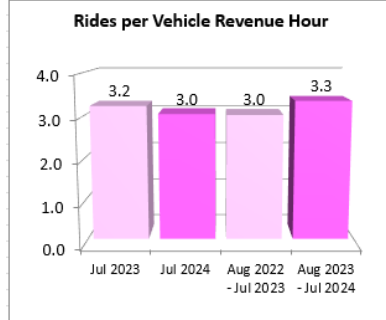
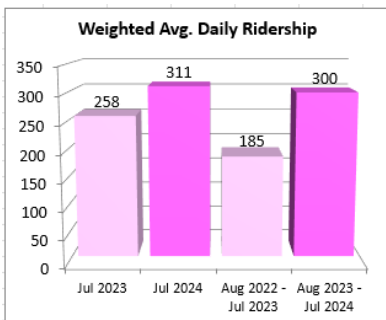
RTC RIDE



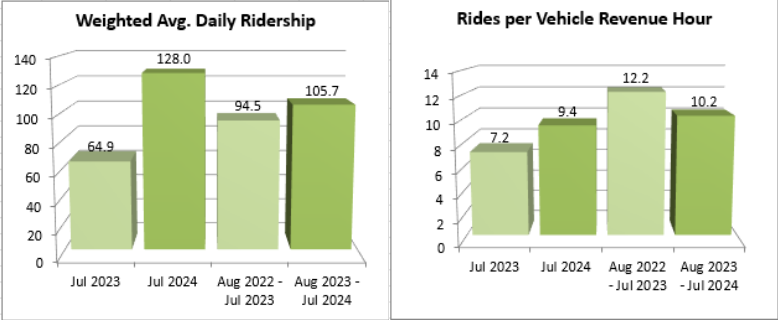
RTC ACCESS



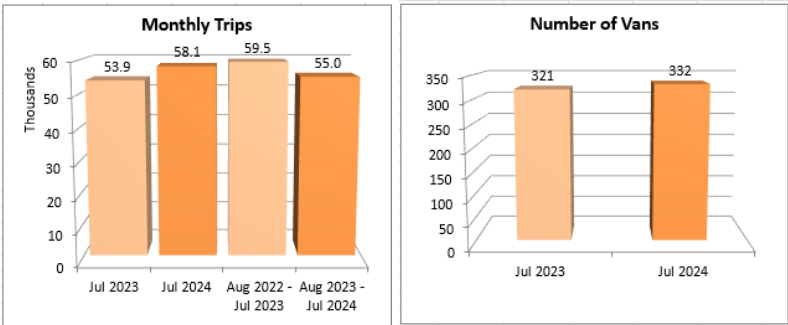
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.2.6

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

SUBJECT: Community and Media Outreach Activities August 2024

RECOMMENDED ACTION

Acknowledge receipt of the monthly Community and Media Outreach Activities Report.

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

COMMUNITY AND MEDIA OUTREACH ACTIVITIES August 2024

Outreach Summary (Josh MacEachern, PIO):

August saw some incredible coverage for RTC Washoe. In addition to ongoing outreach by Government Affairs via local conferences and committees, the RTC Communications team had the pleasure of working with the Secretary of Transportation Pete Buttigieg's office to coordinate the Arlington Bridges Groundbreaking event.

Thank you to the RTC Board Members, staff, community partners and Project Manager Bryan Byrne for your help with making the Secretary's visit a success – we can't emphasize enough what a collaborative effort this was.

In addition, RTC gained increased coverage through the Lemmon Drive Project public meeting, free transit to the Rib Cook-off, and the new Around Town with RTC segment hosted on KOLO 8.

Ongoing projects like the RTC Spanish Outreach Campaign and ED-Pass campaign reached final creative design and are already running on social media advertising platforms.

Please reach out with any questions! -JM

Outreach Activities – Josh MacEachern, Project Manager

Status: RTC staff conducted the following outreach activities from August 1 through August 31

Press Releases

- 8.5.24 – Ride to Hot August Nights with RTC*
- 8.6.24 – Provide Input on the Lemmon Drive Traffic & Resiliency Project!*
- 8.8.24 – RTC Invites Public to Vote on Design for Sierra Street Bridge*
- 8.9.24 – MEDIA ALERT: Arlington Bridges Start of Work Event w/ Secretary Buttigieg*
- 8.,26.24 – Media Update: Collision at East Fourth Street and Lake Street Sunday*
- 8.27.24 – Free RTC Transit to Best in the West Nugget Rib Cook Off*
- 8.30.24 – Paving Starts Tuesday for Steamboat Parkway Project*

Public Outreach

- 8.7.24 – Silver State Self Advocacy Conference about ADA Accessibility (Paul Nelson/Susi Trinidad)*
- 8.13.24 – Arlington Bridges Groundbreaking event with Secretary Buttigieg (Paul Nelson/Josh MacEachern)*
- 8.20.24 – KOLO Interview with Josh Little; RTC ED-Pass, Virginia Line, Arlington Bridges, Sierra Street Build-A-Bridge (Paul Nelson)*
- 8.21.24 – Lemmon Drive Public Meeting #2 (Josh MacEachern/Bryan Byrne/Paul Nelson)*
- 8.22.24 – Lake Tahoe Electric Transportation Forum (Paul Nelson)*
- 8.22.24 – Monika Konrad (Sen. Amodei) Driving Tour (Paul Nelson/Bill Thomas)*

8.29.24 – Joint Interim Committee on Growth & Infrastructure regarding Fuel Revenue (Christian Schonlau/Paul Nelson)

Media Mentions – Josh MacEachern, Project Manager

8.5.24 (KOLO 8) - RTC giving free rides to Hot August Nights
8.7.24 (News 4) - Transportation Secretary Pete Buttigieg making several stops in northern Nevada next week
8.9.24 (ThisIsReno.com) – RTC wants input on Sierra Street Bridge design
8.13.24 (KTVN 2) – Pete Buttigieg comes to Reno to celebrate bridge replacement
8.13.24 (KTVN 2) – Sec. Pete Buttigieg delivers remarks in downtown Reno
8.13.24 (Cortez Masto’s Office) – Cortez Masto, Rosen Join Buttigieg, Reno Officials for Groundbreaking for Arlington Avenue Bridges
8.13.24 (NV Indy) – Buttigieg kicks off Nevada Visit by Highlighting Major Project
8.13.24 (KOH AM780) – DOT Secretary in Reno to Mark the Start of a New Bridge Project Downtown
8.14.24 (KOLO 8) – City of Sparks floats toll road to Spanish Springs Valley
8.14.24 (KOLO 8) – Ground breaks on Arlington Bridges project
8.14.24 (Rosen’s Office) – In Reno, Senators Rosen & Cortez Masto Join Secretary Buttigieg, Mayor Lawson, RTC Washoe to Celebrate Beginning of Arlington Avenue Bridges Replacement Project in Reno
8.14.24 (ThisIsReno.com) – VIDEO: Secretary Buttigieg, Senators Cortez Masto and Rosen break ground on Arlington Avenue Bridge replacement project
8.14.24 (Roads & Bridges) – Buttigieg Visits Nevada for Arlington Bridges Groundbreaking
8.20.24 (RGJ) – Nevada’s first toll road proposed in Sparks, requires Nevada Legislature approval
8.20.24 (KOLO 8) – Around Town with RTC
8.22.24 (KTVN 2) – RTC’s Lemmon Drive traffic & resiliency project meeting
8.27.24 (KTVN 2) – New information released regarding RTC bus crash in downtown Reno
8.28.24 (Northern NV Business Weekly) – Two bridges on Arlington Avenue are set to be replaced starting in May 2025

Informational Materials and Video Production – Paul Nelson, Project Manager

Status: Three (3) topics were broadcast on KOLO-TV for The Road Ahead with RTC.

- Safe Routes to School
- Rib Cook-off Free Transit
- Ed-Pass

Social Media engagement increased across all platforms.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Marquis Williams, Senior Technical Planner

SUBJECT: Regional Freight Plan

RECOMMENDED ACTION

Approve the Regional Freight Plan.

BACKGROUND AND DISCUSSION

The purpose of the Regional Freight Plan is to provide a detailed understanding of the freight network and goods movement patterns in the Reno-Sparks area and to develop a corresponding needs assessment and prioritization process. The Plan will build upon the Nevada Statewide Freight Plan completed by the Nevada Department of Transportation (NDOT) in 2022.

The Plan includes an existing conditions analysis that identifies key elements of Northern Nevada's freight transportation system and how they relate to one another and to the economy. The existing conditions data, coupled with stakeholder input, provide the foundation for development of policy and improvement recommendations through a strengths, weaknesses, opportunities, and threats (SWOT) analysis. The result is a prioritization of freight corridors and investments that will build upon the critical urban freight corridors identified in the Nevada State Freight Plan to validate and expand corridors of significance. The Plan's final recommendations include strategies for implementing these projects, which ultimately move towards meeting the goals of the Plan.

Staff presented the Plan to the RTC CMAC, TAC, and Board in August 2024.

The item supports the FY2025 RTC Goal, "Complete: Regional Freight Plan".

FISCAL IMPACT

Funding for the Regional Freight Plan was included in the FY 2022 – FY 2023 Unified Planning Work Program (UPWP) and carried forward to the current UPWP.

PREVIOUS BOARD ACTION

04/21/2023 Approved the FY 2024-2025 UPWP.

08/18/2023 Approved the Professional Services Agreement (PSA) for the Regional Freight Plan.



REGIONAL TRANSPORTATION COMMISSION
of Washoe County, Nevada

REGIONAL FREIGHT PLAN





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1 | Introduction

1.1 PROJECT PURPOSE

This Regional Freight Plan identifies the transportation needs and priorities that will support a thriving regional economy through efficient freight and goods movement as well as workforce access. The Regional Transportation Commission of Washoe County (RTC) initiated the Regional Freight Plan in recognition of the importance of transportation infrastructure and services on the safety and efficiency of the freight movement that supports the Northern Nevada economy. While the RTC's Regional Transportation Plan has incorporated freight transportation for many years, this plan is the first extensive analysis of freight trends and needs for Washoe County. While the plan focuses primarily on Washoe County, the planning area for RTC, it is recognized that freight and its associated economic impacts expand across multiple county and jurisdictional boundaries in Northern Nevada and Northern California. This plan therefore considers needs and opportunities in surrounding counties in addition to the Truckee Meadows.

1.2 VISION AND GOALS

A vision statement was established for this plan in partnership with the Stakeholder Working Group, a group of local agency representatives that provided guidance throughout plan development. The vision for this plan is to:

Foster a thriving and diverse economy in Northern Nevada through safe and efficient freight transportation infrastructure.

The Stakeholder Working Group also helped shape a series of goals for the Regional Freight Plan, which is used to align recommended improvements to

transportation infrastructure and services. The goals include the following:

- » **Improve safety:** Transportation safety is a guiding principle for RTC, and providing for the safety of freight movement on Washoe County roadways is an important element of this plan.
- » **Improve multimodal integration and rail access:** About a quarter of freight activity in Northern Nevada transfers between multiple modes, which could include truck, rail, and/or aviation. Providing for efficient connections between modes is essential. Maintaining rail access to existing industrial properties helps ensure the seamless movement of goods and supports industrial operations. Because rail service is difficult to restore once lost, this plan identifies preservation of rail access as a key priority.
- » **Improve efficiency of freight movement:** Reducing travel delays and improving travel time reliability is important for freight movement, just as it is for all types of transportation in the region.
- » **Provide for equity and sustainability in freight movement:** Freight may have impacts on neighborhoods and the environment that are different from other types of transportation. Potential impacts resulting from noise, air quality, and safety are of particular concern in traditionally underserved areas.
- » **Improve truck parking:** The limited availability of truck parking is one of the most significant and challenging issues facing Northern Nevada. With periodic winter closures on I-80 over the Sierra Nevada, this is a concern that impacts Washoe County in addition to communities along I-80 across Nevada and beyond.

1.3 PLANNING PROCESS

This plan was developed based on technical analysis as well as input from the Stakeholder Working Group and a series of one-on-one meetings with regional specialists in various aspects of freight and economic development. The plan builds upon the foundation of the [2022 Nevada Freight Plan](#), which included analysis of truck movements on all roads in Northern Nevada. Key areas of analysis for freight and goods movement included existing infrastructure and its condition, previously adopted plans, federally available datasets about goods movement, and regional travel demand based on the RTC model.

The initial step was to identify the vision and goals for freight and goods movement. This informed a stakeholder-driven development of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis for Northern Nevada freight.

The technical analysis identified needs or gaps in the transportation system serving freight. Within the framework of the freight goals, specific project and program investments were recommended to address these needs. It is anticipated that recommendations will be incorporated into the upcoming RTC Regional Transportation Plan update.



Stakeholder meeting



Railroad crossing on Glendale Avenue



2 | Community Engagement

Effective community engagement is a priority for any RTC initiative. This planning process incorporated a variety of strategies to seek and incorporate input from the general public, partner agencies, and experts in freight and economic development across the region.

2.1 STAKEHOLDER WORKSHOPS

The stakeholder group provided a forum for collaboration of partner agencies and industry representatives. This group met at strategic points during the planning process, as listed below:

- » **Kickoff (November 2023):** Reviewed findings of the existing conditions analysis, identified the freight transportation vision and goals, discussed land use and economic development priorities, and identified additional stakeholders.
- » **Performance analysis (January 2024):** Reviewed the analyses of freight operations and performance and conducted a facilitated discussion to support the SWOT analysis.
- » **Recommendations (May 2024):** Reviewed and discussed project and policy draft recommendations.
- » **Plan review (June 2024):** Reviewed draft Regional Freight Plan and provided comments.

Agencies represented on the stakeholder group include the following:

- » Truckee Meadows Regional Planning Agency
- » City of Reno
- » City of Sparks
- » Washoe County
- » Reno-Tahoe International Airport
- » Nevada Department of Transportation

- » Governor’s Office of Economic Development (GOED)
- » Economic Development Authority of Western Nevada (EDAWN)
- » The Chamber
- » Commercial Real Estate Development Association (NAIOP)
- » Nevada Trucking Association

STRENGTHS, WEAKNESSES, OPPORTUNITIES, AND THREATS

During the January 2024 Stakeholder Workshop, a facilitated discussion was held to identify the SWOT to freight mobility in the region. Strengths and weaknesses tend to be internal factors that regional public agencies and private industry can control, while opportunities and threats tend to be external influences that cannot be controlled, but with foresight and planning can be used to the region’s advantage or protected against. This is an important exercise to focus the study analysis and inform the recommendations. Table 1 summarizes the key points which are organized by category.





Table 1: Strengths, Weaknesses, Opportunities, and Threats (SWOT) to Freight Mobility in the Region

Category	Strengths	Weaknesses	Opportunities	Threats
Location / Area	<ul style="list-style-type: none"> Available industrial zoned land (North Virginia Street, North Valleys, Cold Springs) 	<ul style="list-style-type: none"> Not enough industrial zoned land over the long term 	<ul style="list-style-type: none"> Proximity to major markets (especially California) 	<ul style="list-style-type: none"> Dependency on California
Multimodal Access	<ul style="list-style-type: none"> Multimodal access via I-80, Union Pacific Railroad (UPRR), Reno-Tahoe International Airport (RNO) 	<ul style="list-style-type: none"> Limited capacity on/ at I-80, UPRR, RNO Lack of rail access and rail-served properties Lack of truck parking No tolling authority 	<ul style="list-style-type: none"> Dependency on California Preserve existing rail spur access 	<ul style="list-style-type: none"> Limited number of rail providers Limited rail or highway crossroads
Regulatory	<ul style="list-style-type: none"> Favorable tax and regulatory environment 	<ul style="list-style-type: none"> Zoning conflicts 	<ul style="list-style-type: none"> Integrate truck parking into zoning requirements 	<ul style="list-style-type: none"> If the region were to fall into air quality non-attainment status, more strict federal regulations could be implemented on transportation construction.
Economic	<ul style="list-style-type: none"> Growing logistics sector (North Valleys, Sparks, south of RNO, Cold Springs) Strong agency partnerships within the Truckee Meadows Lower cost of living compared to California 	<ul style="list-style-type: none"> Subject to national and California economic trend 	<ul style="list-style-type: none"> Growing manufacturing base Development-friendly zoning policies at local jurisdictions, which allow promotion of workforce housing 	<ul style="list-style-type: none"> Supply chain and economic fluctuations



Category	Strengths	Weaknesses	Opportunities	Threats
Natural Resources	<ul style="list-style-type: none"> Abundant renewable energy resources (solar and geothermal) 	<ul style="list-style-type: none"> 80% of our fuel comes from California California makes it difficult/expensive to produce fuel Strong competition and wage pressure for workforce, due to low unemployment rates 	<ul style="list-style-type: none"> Natural resource availability, including mineral resources such as lithium. 	<ul style="list-style-type: none"> Risk of flooding and weather-related road closures Lack of water in surrounding areas
Workforce	<ul style="list-style-type: none"> Workforce development programs through Nevada System of Higher Education institutions and the Washoe County School District 	<ul style="list-style-type: none"> Challenge for workforce development providers to keep pace with growing employment needs in key industries Workforce access 	<ul style="list-style-type: none"> Lower cost of living than California Mild weather 	<ul style="list-style-type: none"> High cost of living relative to wages

2.2 PARTNER AGENCY ENGAGEMENT

A series of individual or small group meetings were held to seek input from surrounding jurisdictions and other representatives of private industry that are impacted by freight and goods movement. These meetings were held using a combination of in-person and virtual formats.

- » **Economic Development Authority of Western Nevada (EDAWN)** (9/20/2023)
- » **Nevada Department of Transportation (NDOT)** (1/11/2024)
- » **Reno-Tahoe International Airport** (1/31/2024)
- » **Storey County** (1/22/2024)
- » **City of Fernley** (1/26/2024)
- » **Manufacture Nevada** (2/20/2024)

- » **Carson Area Metropolitan Planning Organization (CAMPO)** – CAMPO provided information about freight needs through email.

RTC conducted additional coordination meetings with interested agencies upon request, speaking with representatives from the City of Sparks on June, 20, 2024, and City of Reno on July 24, 2024



2.3 RTC WEBSITE AND COMMUNITY SURVEY

Information about the Regional Freight Plan was posted to the RTC website, providing the general public with a summary of the planning process and activities. A survey for the general public about their perceptions about freight transportation and ways in which it impacts their daily lives was also provided on the website. There were 62 responses to survey. When asked about their experiences of shopping online, the respondents said that having inexpensive or free delivery options and their delivery be on time were the most important to them. When asked about their opinions on trucking in Northern Nevada, the overwhelming majority said that they understand the importance of trucking in providing stores with

goods. When asked how the RTC should prioritize their limited budget for freight investment to deliver packages and products, the top three responses were that the most important investments should be the safety for all travelers and freight, followed by infrastructure maintenance and mobility.

The last question from the survey asked respondents to provide their thoughts on any freight-related concerns. Major themes from these responses are the concern of safety for all people on the road, including truck drivers, car occupants, and pedestrians. The speed of trucks on the road was mentioned several times in these responses. Keeping freight trucks away from residential areas was a common preference.

1) When you shop online, what are your expectations for receiving packages and products? Please rank from most important (1) to least important (4)



61% 1 - Most Important
32% 2
5% 3
2% 4 - Least Important



56% 1 - Most Important
34% 2
10% 3
0% 4 - Least Important

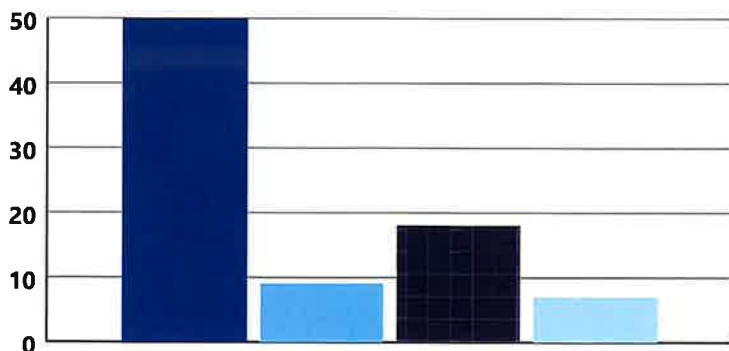


34% 1 - Most Important
26% 2
22% 3
18% 4 - Least Important



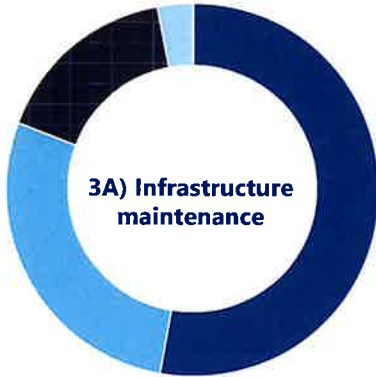
82% 1 - Most Important
8% 2
7% 3
3% 4 - Least Important

2) What do you think about trucks in Northern Nevada?

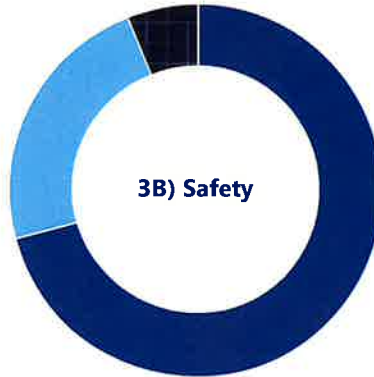


- 1 - Most Important: I know trucks are important to filling store shelves ; delivering packages.
- 2: I think truck traffic is a major problem.
- 3: I think trucks sometimes cause traffic problems.
- 4 - Least Important: I don't often think about what trucks are carrying a where they might be going.

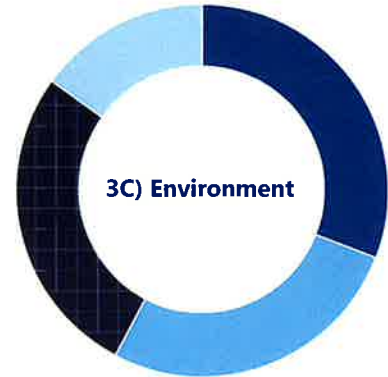
3) How should Washoe RTC prioritize limited transportation dollars to make it easier for freight (truck, plane,rail) to deliver products and packages? Please rank from most important (1) to least important (4)



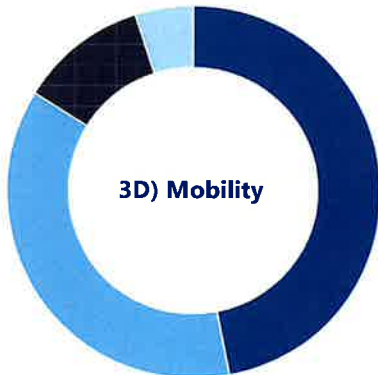
53% ● 1 - Most Important
 28% ● 2
 16% ● 3
 3% ● 4 - Least Important



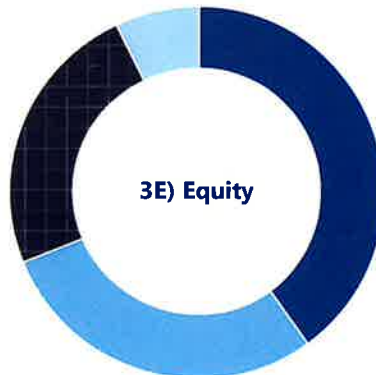
71% ● 1 - Most Important
 23% ● 2
 6% ● 3
 0% ● 4 - Least Important



31% ● 1 - Most Important
 27% ● 2
 27% ● 3
 15% ● 4 - Least Important



47% ● 1 - Most Important
 37% ● 2
 11% ● 3
 5% ● 4 - Least Important



40% ● 1 - Most Important
 29% ● 2
 24% ● 3
 7% ● 4 - Least Important



43% ● 1 - Most Important
 42% ● 2
 13% ● 3
 2% ● 4 - Least Important



2.4 ADVISORY COMMITTEE MEETINGS

The RTC Citizens Multimodal Advisory Committee (CMAC) and Technical Advisory Committees (TAC) provided opportunities for input on the Regional Freight Plan from both the local resident and partner agency perspectives. During the presentation to CMAC on March 6, 2024, input from committee members included the following:

- » Consider alternatives to expanding highways and trucking to improve sustainability, such as increased use of rail.
- » Separate truck routes from bicycle routes.
- » The construction of an alternative route from South Meadows to the Tahoe-Reno Industrial (TRI) Center is important for the region.
- » Increasing bus and rail options to expand workforce access is important.

The Regional Freight Plan was presented to the TAC on March 7, 2024. Comments from the TAC included the following:

- » A significant proportion of freight is considered intermodal. Improving intermodal freight facilities is important to the region.
- » Maintaining existing rail access for industrial land uses is important for the long-term economic health of the region.



Coordination meeting with RNO



3 | Planning Context

This plan is built upon the foundation of previously adopted transportation plans and considers the land use planning decisions that have led to the industrial land uses served by freight. It incorporates information about publicly and privately operated transit options for industrial employment access.

3.1 ADOPTED PLANS

A summary of relevant plans is provided in this section, along with links to additional information.

2050 REGIONAL TRANSPORTATION PLAN

The [2050 Regional Transportation Plan \(RTP\)](#) recognizes the importance of freight movement for the economic competitiveness of Northern Nevada. In compliance with federal requirements, the RTP promotes coordination with local governments and freight transportation providers and identifies a series of freight performance measures. RTC highlights truck parking shortages as a concern that needs to be addressed as Washoe County has a deficit of truck parking spaces. The RTP is currently in the process of being updated. It is anticipated that the results of this Regional Freight Plan will be incorporated into the upcoming RTP.

VERDI AREA MULTIMODAL TRANSPORTATION STUDY

The [Verdi Area Multimodal Transportation Study](#) is a multimodal plan that identified truck parking and freight movement needs as a key concern. The Verdi Gold Ranch interchange on I-80 serves as a closure point during some winter weather events. Due to a lack of formal truck parking, semi-trucks are often observed parking along I-80, 3rd Street, and other local roads in the Verdi area. Residents expressed concerns about truck idling, emissions, and noise

pollution, as well as unsafe parking configurations. The study recommended that NDOT continue developing and implementing additional truck parking east of Verdi and in Reno.

MCCARRAN BOULEVARD CORRIDOR STUDY

The [McCarran Boulevard Corridor Study](#) identified an area containing primarily industrial land uses from I-80 to Longley Lane as having high truck volumes to accommodate freight traffic exiting I-80. The segment of McCarran Boulevard just north of I-80 extending to Prater Way also sees higher truck traffic volumes (4.8% of total traffic volume) serving the adjacent commercial land uses. The areas just north and south of I-80 on the east side of McCarran Boulevard were also identified as high crash areas. An intersection improvement was recommended at McCarran Boulevard and Prater Way.

RENO-TAHOE INTERNATIONAL AIRPORT MASTER PLAN

The 2017 [Reno-Tahoe International Airport \(RNO\) Master Plan](#) presents the strategy for long term growth at RNO. The air cargo volume at RNO has increased by 31% in the past 10 years and is expected to continue to increase. The plan identifies air cargo growth and the need to expand capacity and modernize air cargo facilities. The existing air cargo facilities are near capacity for normal operations and over capacity during peak times. Future expansion of the current cargo facilities is constrained and its current location limits passenger terminal expansion. The need for additional land dedicated to non-belly freight cargo, plus terminal expansion, necessitates the relocation of RNO air cargo facilities. The plan identifies the Southwest Quadrant, an approximately 100-acre parcel on the southwest portion of the RNO airfield, as the preferred site for the development



of new air cargo facilities. Ground access to the Southwest Quadrant is via Moana Lane and Airway Drive.

ONE NEVADA TRANSPORTATION PLAN

The [One Nevada Transportation Plan](#) is the state’s long-range transportation plan, which equips NDOT and its partners with the strategic direction and essential actions to meet Nevada’s current and future transportation needs. The ongoing One Nevada planning process identifies and funds the projects that best achieve NDOT’s six goal areas in a data-driven and transparent manner. The One Nevada goals form the basis for decision-making and investment decisions for all modes of transportation.

Freight projects must meet several of the One Nevada goal areas to be competitive for statewide funding.

NEVADA FREIGHT PLAN

The [Nevada Freight Plan](#) provides a strategic framework for enhancing freight transportation safety, mobility, and sustainability as part of broader efforts to support the economic vitality of freight-related sectors in Nevada. The Nevada Freight Plan also makes specific recommendations on improving the state’s freight infrastructure to strengthen and diversify Nevada’s economy. The vision of the Nevada Freight Plan is to strengthen Nevada’s competitive advantage by creating a multimodal system of superior safety, condition, and performance.

NEVADA STATE RAIL PLAN

NDOT completed the most recent update of the [Nevada State Rail Plan](#) in 2021. The major focus areas for the plan include the following challenges:

- » Funding for rail infrastructure.
- » Organizational structure.
- » Regional marketplace dynamics that hinder rail expansion.

The plan outlined the following key opportunities for Northern Nevada:

- » Aggregate shipper needs into a viable redevelopment strategy for the Nevada Northern Railway.
- » Create a corridor-wide, rail-based land development strategy for I-80 communities, establish freight rail connections with California market and ports, and expand Amtrak services.
- » Support private-sector freight-rail served developments, including investment in an integrated multimodal cargo transfer facility in the Fernley area, and establish public transportation service between Reno, Sparks, and the TRI Center.
- » Focus on connecting existing truckload shippers to rail service.



NDOT One Nevada Goals

NEVADA TRUCK PARKING IMPLEMENTATION PLAN

The [Nevada Truck Parking Implementation Plan](#) was completed in 2019. This plan provides an overview of issues related to statewide truck parking, urban truck parking, technology and data, and special cases. The plan concludes with an overview of the options available to fund or finance plan recommendations. The Federal Highway Administration (FHWA) supported the development of the plan by facilitating truck parking workshops for local agencies and other stakeholders in both Northern and Southern Nevada.

NDOT conducted this study to develop a plan for expanding, improving, and integrating freight truck parking and truck parking communications systems in response to rising demand, changing hours of service requirements, and safety standards. This plan identified the locations where there are no truck parking facilities with amenities within a 2-hour drive, including US 95 between Tonopah and Fernley. It also identified a deficit of more than 250 truck parking spaces in Washoe County. This plan identified Donner Pass on I-80 as lacking emergency parking, especially during winter weather closures.

The following recommendations were made for long-haul (statewide) truck parking needs:

- » Expand and/or enhance existing public truck parking facilities at several rest stops and turnout areas.
- » Add truck parking at new weigh stations.
- » Allow parking at chain-up/brake check/inspection site areas during non-winter months.
- » Convert closed NDOT or Nevada Highway Patrol facilities to truck parking.
- » Add truck parking during highway improvements.
- » Improve multi-state coordination.
- » Develop a public private partnership (P3) model

and a competitive grant or loan program.

The following recommendations were made for urban truck parking needs. These recommendations focus on how NDOT can assist with education and support local efforts.

- » Support efforts to change zoning.
- » Develop a P3 model and a competitive grant or loan program.
- » Evaluate available land for truck parking.

Plan recommendations centered around two main areas:

- » Deploying a statewide truck parking availability system (TPAS).
- » Enhancing truck stop electrification (TSE) levels.

Truck Parking Availability System (TPAS)

A Truck Parking Availability System (TPAS) is a dynamic signage system that shows upcoming available parking sites, distances, and the number of currently available spots at each site along highways. The TPAS contains sensors at parking facilities that detect and report parking space availability. The truck parking information is then displayed on preinstalled digital signs in real time. The real-time truck parking information allows drivers to make better decisions and improve the efficiency on roadways.

NDOT is leading the effort to install detection at truck parking sites within the I-15 and I-80 rights-of-way (ROWs) and corresponding signage along I-15 and I-80 in Nevada.

Source: I-15 Freight Mobility Enhancement Plan; Nevada Truck Parking



The Funding and Financing Options section of the plan described various funding sources available to implement proposed recommendations, including federal funding and grants, state and local funding, direct user fees, P3 models, design-build-finance-operate-maintain structures, sponsorships, and tax incentives.

I-80 MULTISTATE CORRIDOR OPERATIONS AND MANAGEMENT PROGRAM

The I-80 Winter Operations Coalition is a multistate partnership that has brought together state transportation department maintenance, traffic operations and freight planning from five western states. This effort was led by NDOT and includes California, Utah, Wyoming, and Nebraska. The coalition was initiated in 2010 to improve the corridor's safety, mobility, consistency of travel, and the movement of freight along I-80 during the winter months. This program builds on the concept of multistate coordination, expanding it to general road condition information, road closure updates, traffic management strategies, maintenance operations, and consistent traveler information. As part of this coordination effort, a Freight Action Plan was developed by the Freight Strategy Group to ensure these perspectives are integrated with future freight focused activities. The I-80 Winter Operations Coalition successfully secured a federal grant through the Multistate Corridor Operations and Management (MCOM) program, which is funding the current program initiatives.

3.2 AVAILABLE DATA SOURCES

The Regional Freight Plan is built upon a foundation of comprehensive data analysis. A diverse array of data sources have been utilized to construct a holistic understanding of the region's transportation landscape, addressing various elements such as safety, freight mobility, traffic volumes, socioeconomic data, and others.

The 2016–2020 crash data from NDOT was used for safety analysis, which identifies the crash locations, contributing factors, and whether a semitruck was involved. Understanding the flow of goods and services across the region necessitates an examination of truck volumes along key roadways. This information was derived from the 2019 Highway Performance Monitoring System (HPMS) data. The results were cross-referenced and compared with the insights derived from the truck GPS data analysis from the Nevada Freight Plan. NDOT utilized 2021 truck GPS data from the American Transportation Research Institute (ATRI) to compile a list of critical freight corridors within the state of Nevada. This analysis complemented the HPMS data to provide insights into the truck routes within the region, aiding in the identification of key transportation arteries crucial for supporting efficient freight movement.

Ensuring efficient travel time reliability is paramount for enhancing the overall transportation experience. To this end, the plan incorporates 2022 INRIX speed data analysis, offering insights into the congestion hotspots within the region. Population and employment projections, vital for anticipating future transportation needs, are sourced from the RTC travel demand model. Furthermore, FHWA's Freight Analysis Framework (FAF) data were used to provide an overview of commodity flows, aiding in the development of strategies to optimize freight movement and enhance economic competitiveness.

3.3 FREIGHT INFRASTRUCTURE

ROADS

The RTC planning area includes roadways that are owned and operated by NDOT and the jurisdictions of Reno, Sparks, and Washoe County. RTC does not own roadways but is responsible for major capital improvements on regional roads, including capacity expansions, pavement preservation and reconstruction, and multimodal improvements.

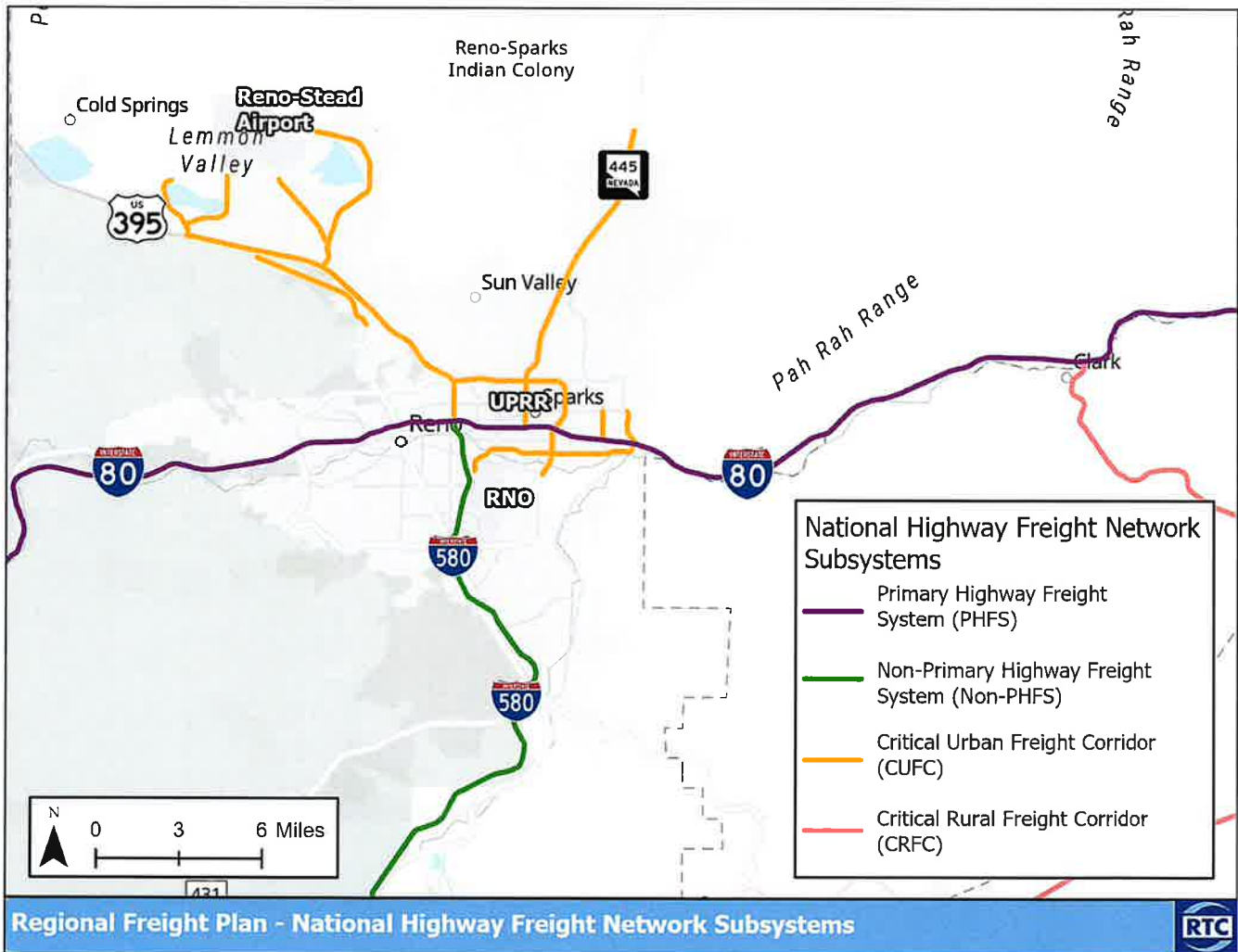
RTC also coordinates the regional intelligent transportation system (ITS) network in partnership with other agencies in the region.

Roadways with the greatest freight volumes are generally NDOT facilities, including I-80, I-580, and US 395. Many state highways also experience high truck volumes, such as McCarran Boulevard, Glendale Avenue, and Pyramid Highway.

Regional roads are defined as arterials providing direct connections between freeways and arterials, collectors with average daily traffic of at least 5,000, industrial roadways with freight movement, and roads with transit routes.

The National Highway Freight Network, as defined by NDOT in coordination with RTC, is shown in Figure 1. Truck volumes by roadway as identified in the HPMS are shown in Figure 2.

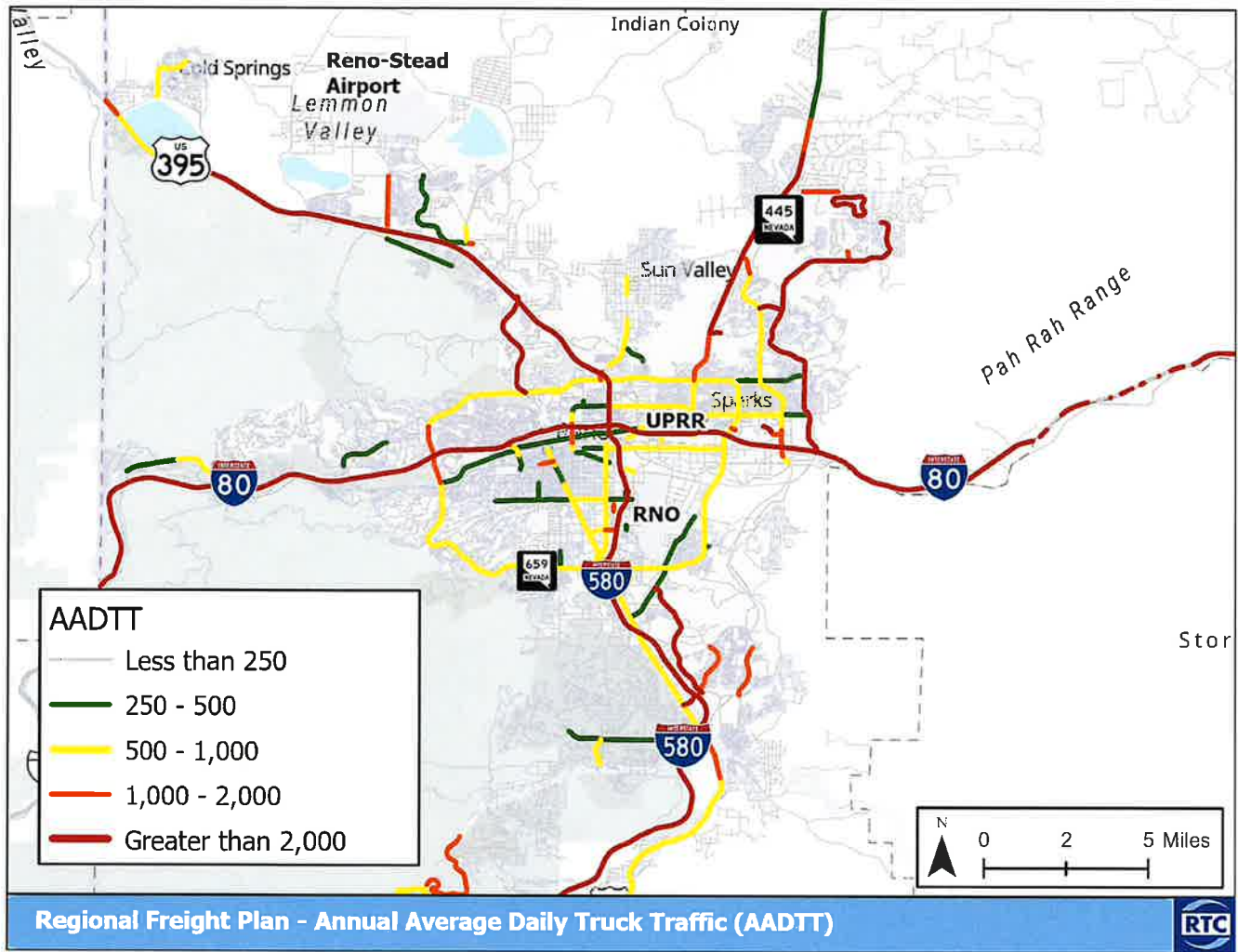
Figure 1: National Highway Freight Network



Source: NDOT

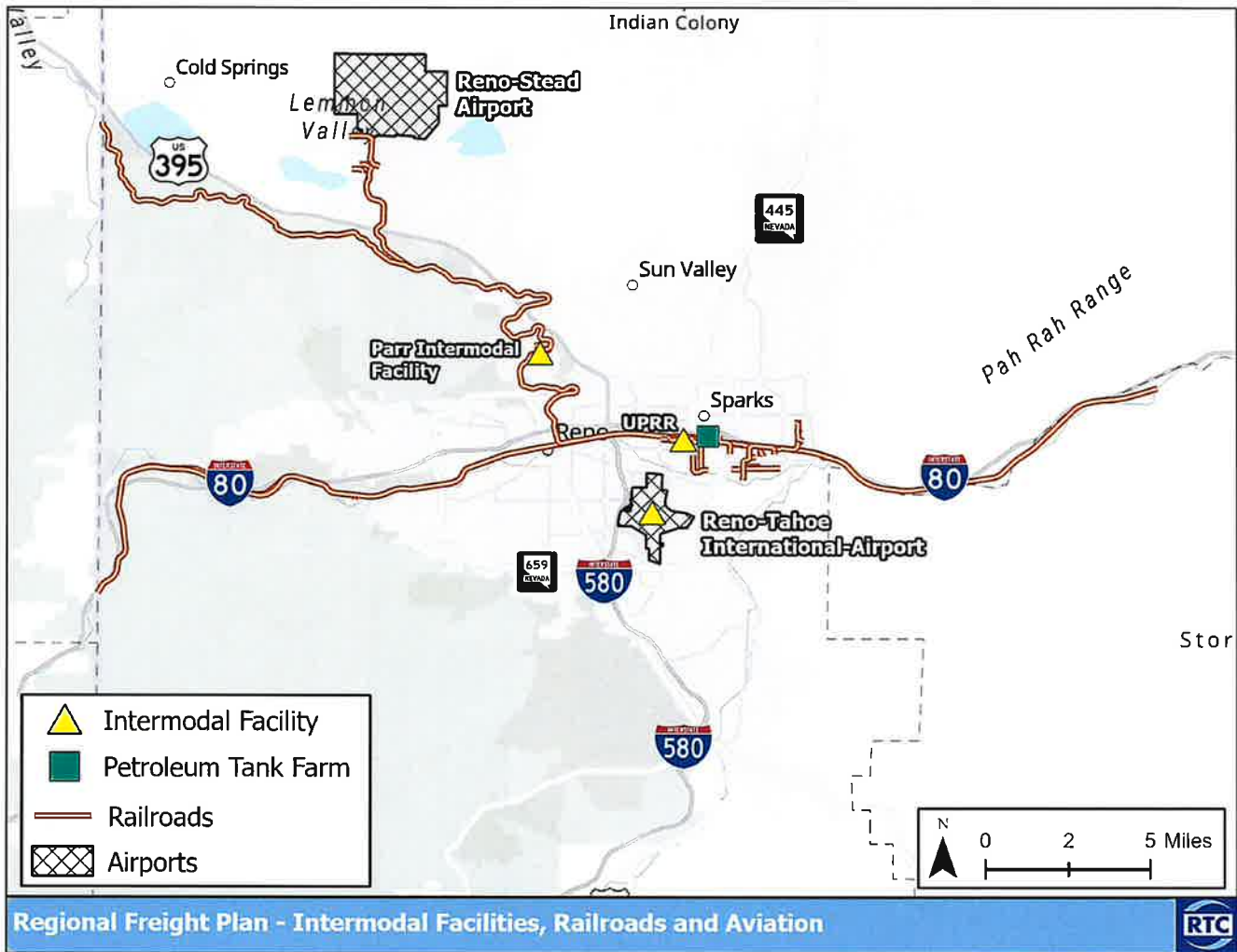


Figure 2: Annual Average Daily Truck Traffic



Source: NDOT

Figure 3: Rail Network and Intermodal Facilities in the Region



Source: NDOT

RAILROADS

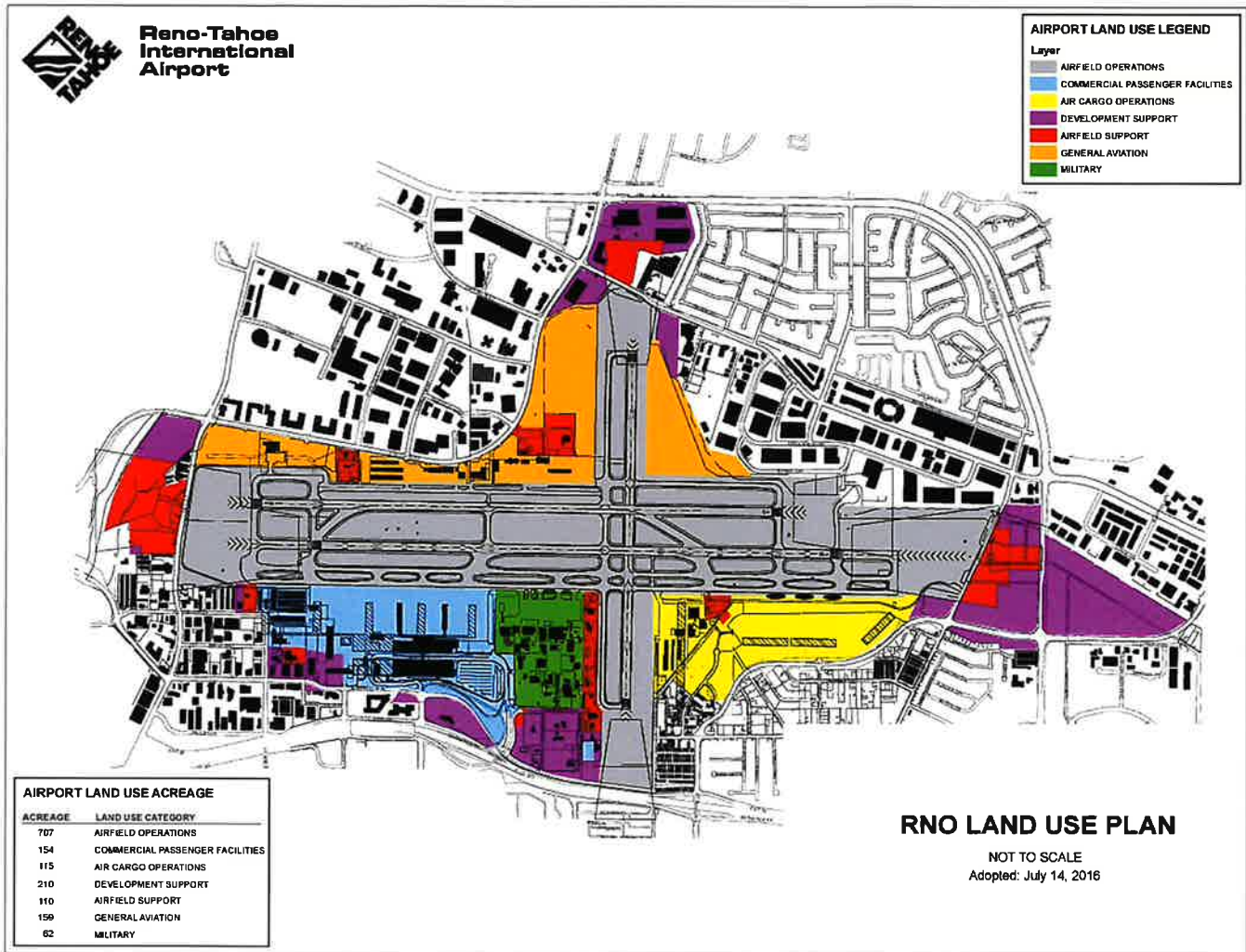
Railroads have been pivotal in the development of Northern Nevada. The Sparks Intermodal Terminal was built in 1904 and has continued to be a major hub. The Union Pacific Railroad (UPRR) is a heavily used freight corridor connecting Reno/Sparks to the Port of Oakland as well as to trading partners in Utah and eastward to Chicago. This route connects in Roseville, California, to UPRR's I-5 corridor with service along the west coast of the U.S. The Burlington Northern Santa Fe (BNSF) Railway operates on nearly three-quarters of the UPRR railways in Nevada. As shown in Figure 3, there is also a spur line connecting to

the North Valleys and rail service to industrial land uses in Sparks. It is important to maintain these rail connections for future industrial development needs.

AIRPORTS

RNO provides passenger and air cargo services. Air freight service tends to serve high-value, lighter weight, time-sensitive, and refrigerated cargo. RNO is not a hub for a domestic all-cargo airline and relies on service to local industry to generate freight demand.

Figure 4: RNO Land Use Plan



RNO's annual tonnage increased by 10,000 metric tons between 2000 and 2015. The Los Angeles International Airport (LAX) dominates the local air cargo market with a total air cargo tonnage of almost 2,000 in 2015, compared to 511 at the next highest in the western U.S. in Oakland and 63 at RNO. FedEx (61%) and UPS (33%) are the primary cargo carriers at RNO, with smaller shares going to DHL (3%) and passenger carriers such as belly cargo. RNO's air cargo serves the domestic market, with international demand served by trucking to LAX and San Francisco International Airport (SFO). The RNO Master Plan assumes a 2.2% annual growth rate for air cargo. This anticipates an increase in air cargo activity from 71,000 metric tons in 2016 to

110,000 metric tons in 2036. The current location of air cargo facilities, as well as future development sites surrounding the airport, are shown in Figure 4.

In addition to RNO, the Reno-Stead Airport (RTS) is strategically developing into a significant economic hub in the North Valleys. This transformation includes the establishment of an airport business park, designed to cater to industries such as aerospace, advanced manufacturing, and logistics. Recognized by the Truckee Meadows Regional Planning Agency as a future regional jobs center, the business park at RTS represents a substantial portion of the region's industrial capacity. Situated approximately 15 miles



north of Reno, it accounts for 60% of the vacant industrial land within the City of Reno and 37% of the vacant industrial land in Washoe County. This development not only underscores the airport's potential to drive economic growth but also highlights its pivotal role in meeting the region's future employment and industrial needs.

INTERMODAL CONNECTIONS

According to the NDOT Freight Plan, the Reno-Sparks metropolitan area includes three multimodal facilities: the Sparks and Parr intermodal yards, and the RNO Air Cargo Center. The Sparks Intermodal Terminal is home to a host of manufacturing, trucking, warehousing, and construction companies, as well as the petroleum products tank farm. With its close proximity to RNO, it combines rail, truck, air, and pipeline in a single location. These intermodal facilities are crucial for the regional and national economy. They attract diverse businesses, boost local employment, and enhance transportation efficiency by integrating rail, truck, air, and pipeline modes.

The Port of Nevada is a new inland port being developed in Fernley. It offers a full intermodal and rail facility with direct access to the Port of Oakland and future rail service to the Ports of Los Angeles/Long Beach. It is served by UPRR and BNSF and handles bulk rail cars and export containers with no weight limits.

3.4 REGIONAL DEVELOPMENT PATTERNS

Northern Nevada has experienced strong growth in advanced manufacturing and logistics industries since 2010. State and regional efforts championing the diversification of the economy have succeeded in bringing new industries and strong employment growth to Northern Nevada. As a result, an expansion of industrial and warehouse development has occurred across the region.

The historic industrial core for the region includes industrial Sparks. Anchored by freight rail service and

the Sparks Intermodal Terminal, this area supports about 25,000 jobs. Many of these early industrial properties were developed with rail spur access. Key industrial corridors include Greg Street, Glendale Avenue, Rock Boulevard, McCarran Boulevard, and Vista Boulevard. Due to proximity to the Truckee River, many of these properties are located in the floodplain and require retrofits to guard against potential flood damage.

The purpose of the [Truckee River Flood Management Project](#) is to create a more resilient community and reduce impacts from major flood events. Implementation of this project will benefit the core industrial employment center in Sparks in addition to safeguarding public health and improving water quality for the larger region.

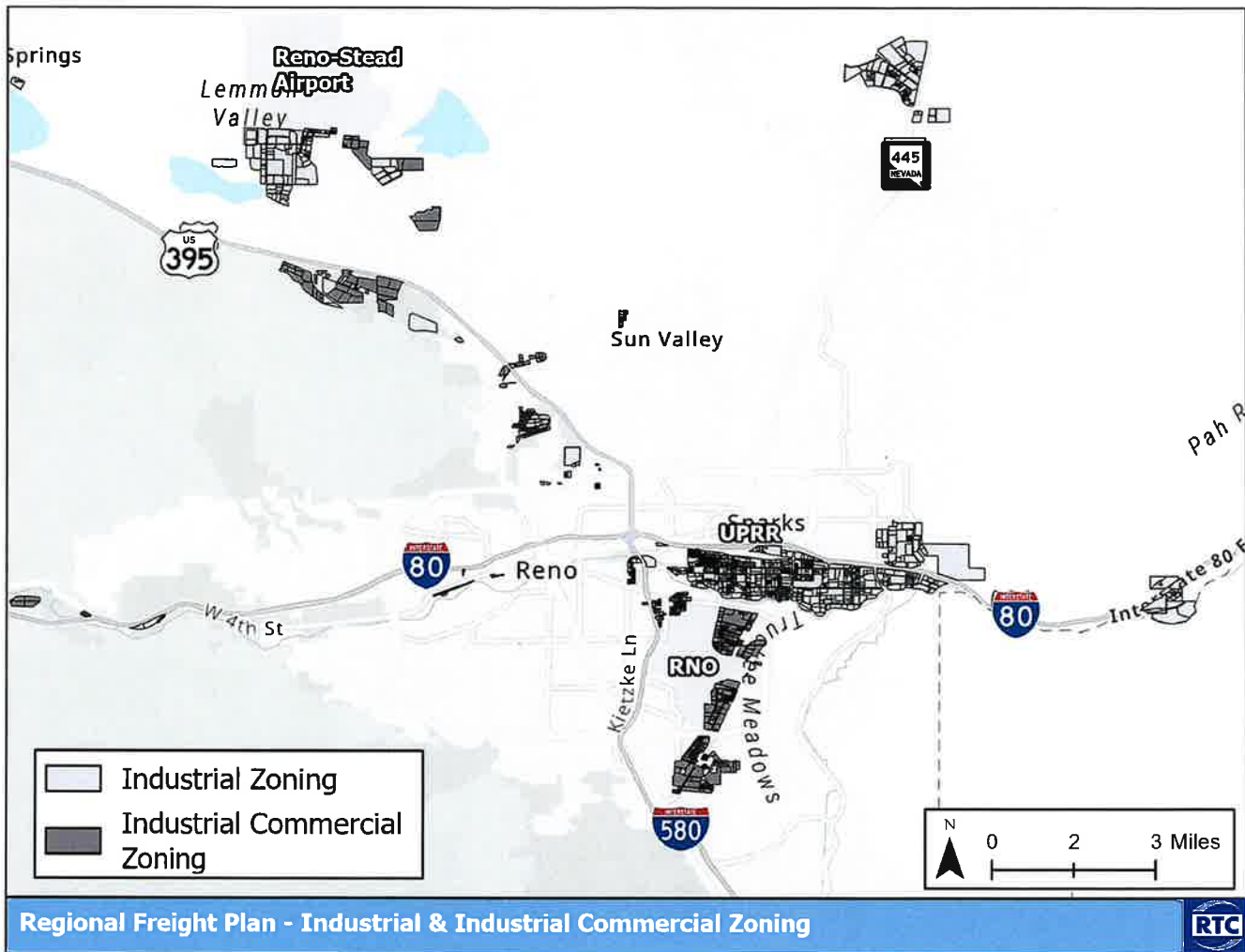


Industrial development in South Reno

The 2050 RTP developed in 2021 included a Sparks Industrial Study (2050 RTP, Appendix H), which identified needs for accessible sidewalk connectivity to bus stops and bicycle connectivity, noting that many people employed in the area rely on transit, walking, and bicycling to get to work. Improvements recommended in the McCarran Boulevard Safety Management Plan are also included in the Sparks Industrial Study.

The City of Sparks has made recent land use planning changes within the Pioneer Meadows and Kiley Ranch developments, which will allow for future warehousing and logistics center development in these areas of northern Sparks.

Figure 5: Industrial and Warehouse Land Use



Development at Longley Lane and McCarran Boulevard, adjacent to RNO Airport

The air cargo market has exhibited strong growth in recent decades as a result of continued expansion of industrial activity in the region. The increased demand has facilitated development of a major distribution hub immediately south of the airport at McCarran Boulevard and Longley Lane.

The region contains multiple third party logistics companies, which are major contributors to the area's economy and freight traffic.

The South Meadows area developed with major planned unit developments (PUDs) that house industrial and warehouse uses. Located primarily north of South Meadows Parkway and east of I-580, this district houses major logistics centers. More



Development on McCarran Boulevard

recent industrial and logistics development in South Meadows has spanned both sides of I-580, with a concentration in the area south of Damonte Ranch Parkway.

Over more recent decades, industrial growth has expanded in the North Valleys and Spanish Springs areas. RTC's 2017 North Valleys Multimodal Transportation Study documented the increase in industrial development and employment in this area, including major logistics centers. Stead Airport, managed by the Reno-Tahoe Airport Authority, is located in the North Valleys and has attracted nearby industrial land uses. A master plan for future redevelopment in and around Stead Airport has been developed. The RTC North Valleys Multimodal Transportation Study recommended many improvements that have been implemented or are currently underway, including widening Lemmon Drive and improving its interchange with US 395.

The TRI Center, known as the largest industrial park in the world, is located in Storey County east of Sparks. I-80 provides the only access from Washoe County to this 107,000-acre manufacturing, technology, and logistics hub. TRI Center is home to many major employers, including Tesla, Panasonic, Blockchains, Walmart, Switch, and many others.

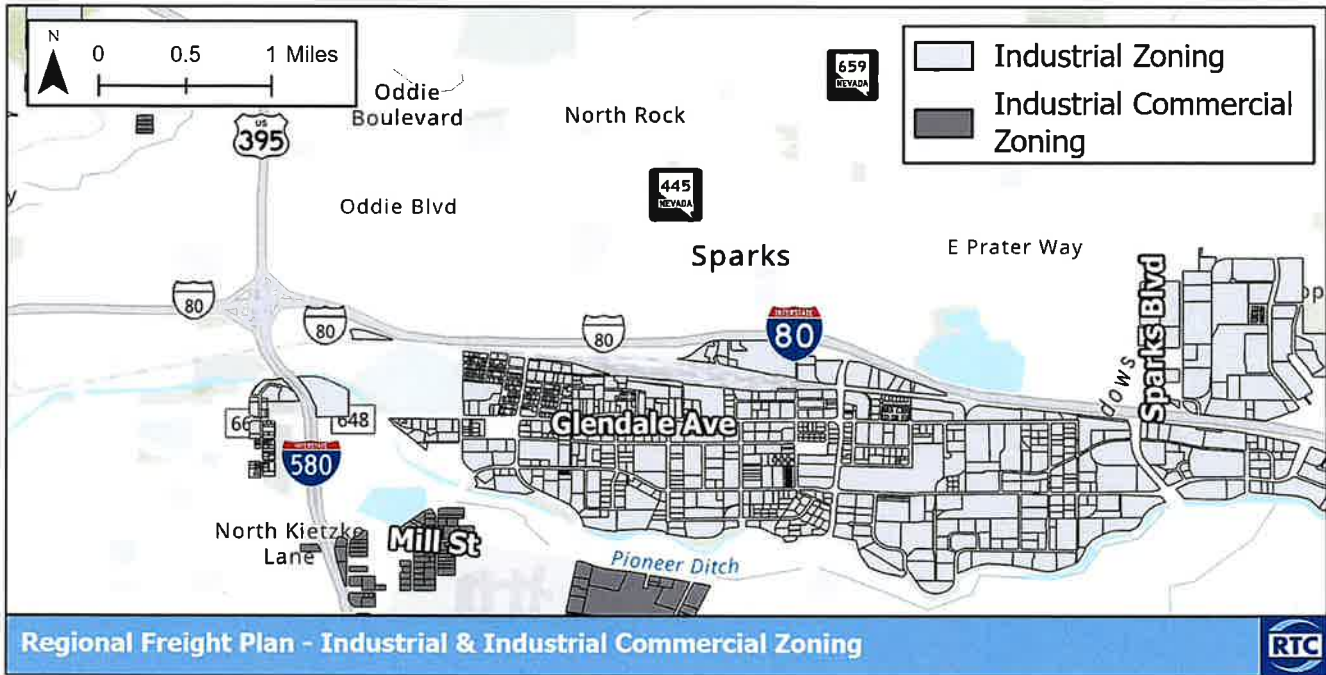


USA Parkway in Storey County

The City of Fernley is a growing urban area near I-80 east of Storey County. Fernley received a \$25 million RAISE grant from the U.S. Department of Transportation for the Nevada Pacific Parkway project that will connect I-80 to US 50. This will support development of the Victory Logistics Center, a 4,300-acre industrial park with on-site freight rail service.

EDAWN prepared the Northern Nevada Lands Study in 2021 to estimate the available supply of vacant land for residential and commercial use and determine if a potential scarcity exists. For Washoe, Storey, and Lyon Counties, the study estimated that over 25,000 developable parcels of at least 20 acres

Figure 6: Industrial and Warehouse Land Use – Sparks Industrial



in size were available. The greatest number of parcels are 20 to 60 acres, with a more limited number of larger parcels over 100 acres in size. Within Washoe County, the majority of developable vacant land is located in the North Valleys and Spanish Springs areas. Larger portions of vacant land are available in the Fernley area. The study projected that the land supply for industrial uses would be extremely limited by 2041 and recommended Congressional action to make additional public lands available for development.

ZONING AND LAND USE

Industrial land uses are primarily concentrated in the Sparks Industrial Area, North Valleys, and South Meadows. The Sparks Intermodal Terminal and surrounding locality south of I-80 contain much of the industrial zoned areas in the region. There is also a significant amount of industrial zoned lands near RTS. Industrial commercial zoning, which may include factories and warehouses, can be found around RNO.

3.5 WORKFORCE ACCESS

Workforce access to employment centers continues to be a priority, both within the Washoe County urbanized area and extending to the greater Northern Nevada region.

RTC is the regional transit service provider and operates both fixed route bus and microtransit service. RTC serves over 20,000 trips a day with 27 fixed routes. Industrial employment in Sparks and the North Valleys continues to attract strong transit ridership, including the Lincoln Line bus rapid transit (BRT) service and Glendale/Greg (Route 18), Stead (Route 7), and East Mill (Route 14). RTC has also launched on-demand RTC FlexRIDE service that provides curb-to-curb service within specific zones, including Sparks/Spanish Springs and North Valleys. A new FlexRIDE zone in South Meadows launched in May of 2024.

The RTC Vanpool service is among the most successful in the nation. Over 300 vanpools to, from, or within Washoe County served over 1,600 commuters in 2022, with the TRI Center being a major vanpool destination.



Bus stop near industrial employment

Vanpools allow 5–14 people to commute together at substantially reduced costs compared to driving alone. Vanpooling also helps reduce vehicle miles of travel and associated environmental impacts. The van is driven by one of the members and passengers are picked up at prearranged locations. Expenses for the vehicle and fuel are shared by the riders and subsidized by RTC. Employers have the opportunity to further subsidize the vanpool cost. RTC has partnered with Commute with Enterprise, an organization that supplies the vehicles and provides maintenance and insurance. Vanpools are well suited to long commuting distances, such as between the Reno/Sparks metro area and TRI Center.

[My Ride to Work](#) is privately operated transit that provides commuter service to major employers at the TRI Center. My Ride to Work has 17,486 weekly boardings, making it a major contributor to mobility in Northern Nevada. Their buses pick up and drop off at various regional locations, including at RTC transit stations.

An improved bike and pedestrian network can also foster a more inclusive and environmentally friendly approach to workforce access in the region. By providing safe routes for cyclists and pedestrians,

these networks offer accessible transportation options, reduce reliance on cars, alleviate congestion, and promote healthier commuting choices. This not only enhances inclusivity but also contributes to environmental sustainability by reducing carbon emissions and improving air quality.

Access to industrial areas in the Reno/Sparks area and the greater Northern Nevada region is facilitated by an extensive network of major arterials and highways. An efficient network of arterials and collectors has the potential to enhance workforce access. Optimizing connectivity between industrial areas and residential neighborhoods and reducing



travel times and congestion supports economic growth by facilitating the movement of goods and services and benefits employees by providing more efficient transportation options. Additionally, a well-designed network of arterials and collectors enhances overall mobility, contributing to the region's attractiveness for businesses and residents alike.

4 | Existing Conditions and Trends

This section describes existing conditions and trends, including safety, truck parking, and commodity flow analysis.

4.1 SAFETY

The data set used for this analysis comes from NDOT and includes vehicle crashes from 2016 through 2020. In Washoe County during this period, there were 35,655 vehicle crashes. Of these, 630 (1.8%) involved a semitruck. These truck-involved crashes resulted in two fatalities and six serious injuries. The majority of truck-involved collisions were angle (32%) or side-swipe crashes (26%) while 20% were noncollisions (where another vehicle was not struck), 18% were rear-end crashes, 3% were backing crashes, and 1% were head-on crashes.

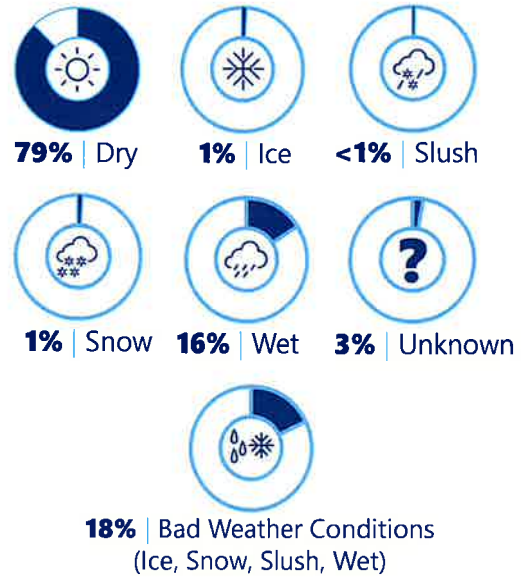
Table 2: Washoe County Crashes, 2016–2020

	Total	Fatal Crashes	Serious Injury Crashes
Total Crashes	35,655	206	572
Semitruck Involved Crashes	630 (1.8%)	2 (<1%)	6 (<1%)

Source: NDOT

The semitruck involved vehicle crashes during this period occurred during a variety of weather conditions. The majority (79%) occurred during dry roadway conditions. Winter weather conditions that could include ice, snow, or slush were present for 18% of crashes and road conditions were wet during 16% of crashes.

Figure 7: Roadway Conditions During Freight Crashes



Washoe County Crashes 2016-2020

Source: NDOT

The majority of these crashes occurred along and near I-80, particularly on the section between the US 395 interchange and Sparks Boulevard. The highest concentration of truck-involved crashes is in the vicinity of the I-80 interchange at McCarran Boulevard in Sparks.

Figure 8: Crash Types

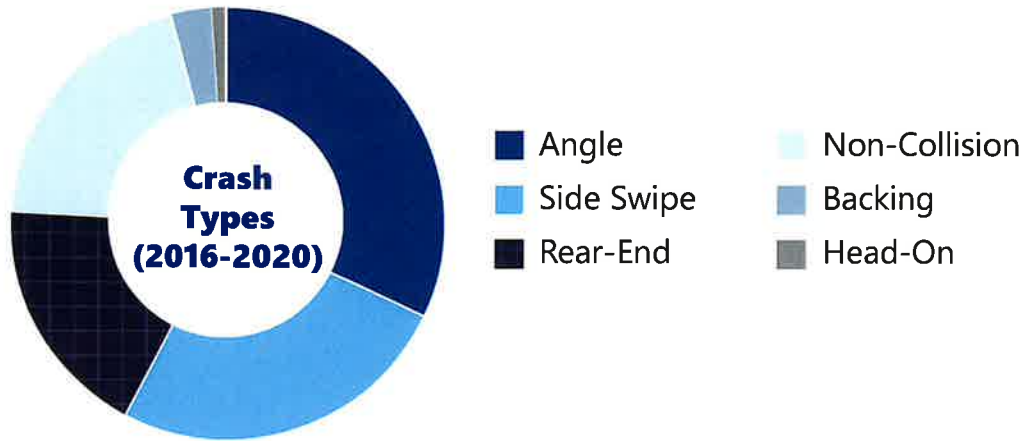


Figure 9: Truck-Involved Crashes in Northern Nevada

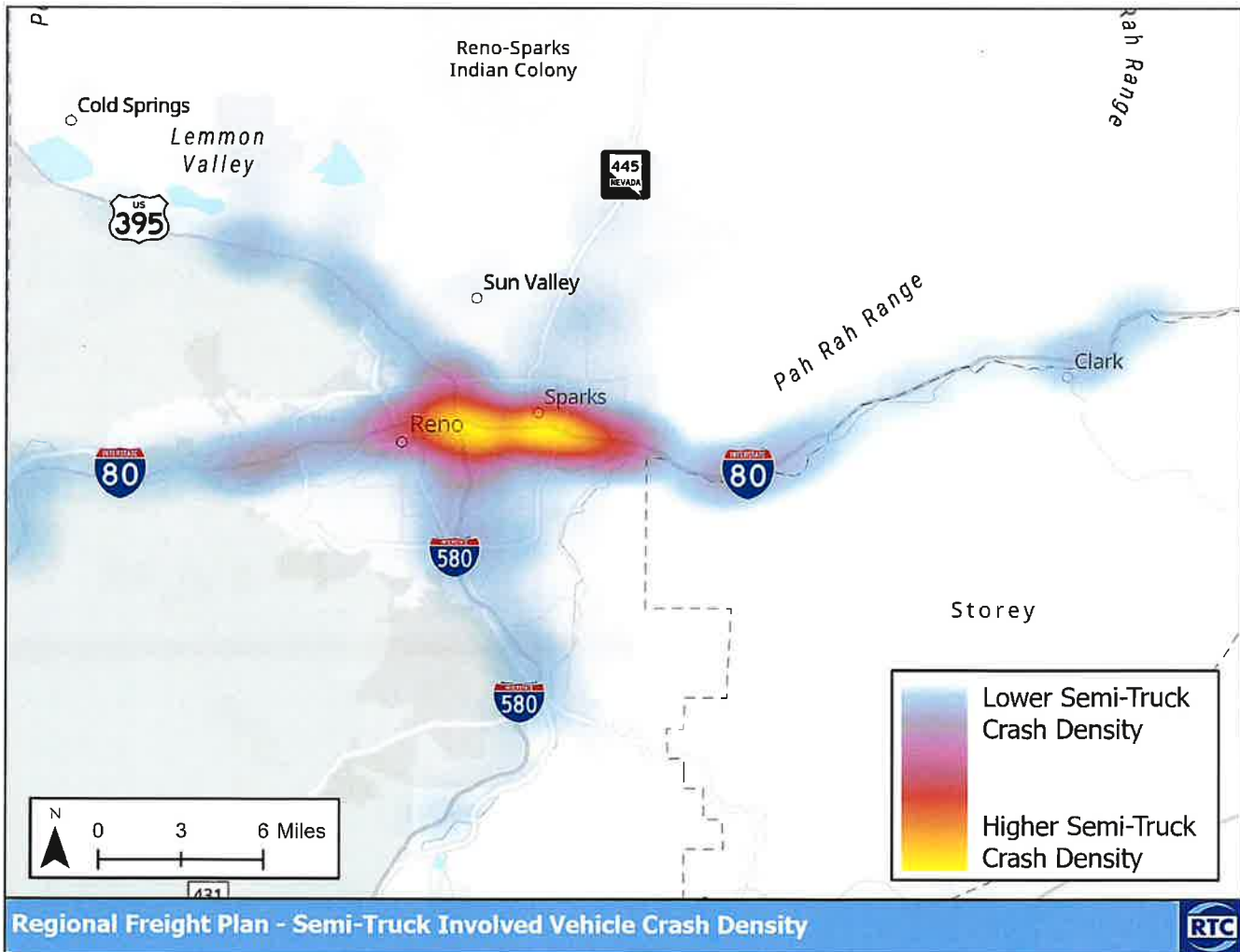
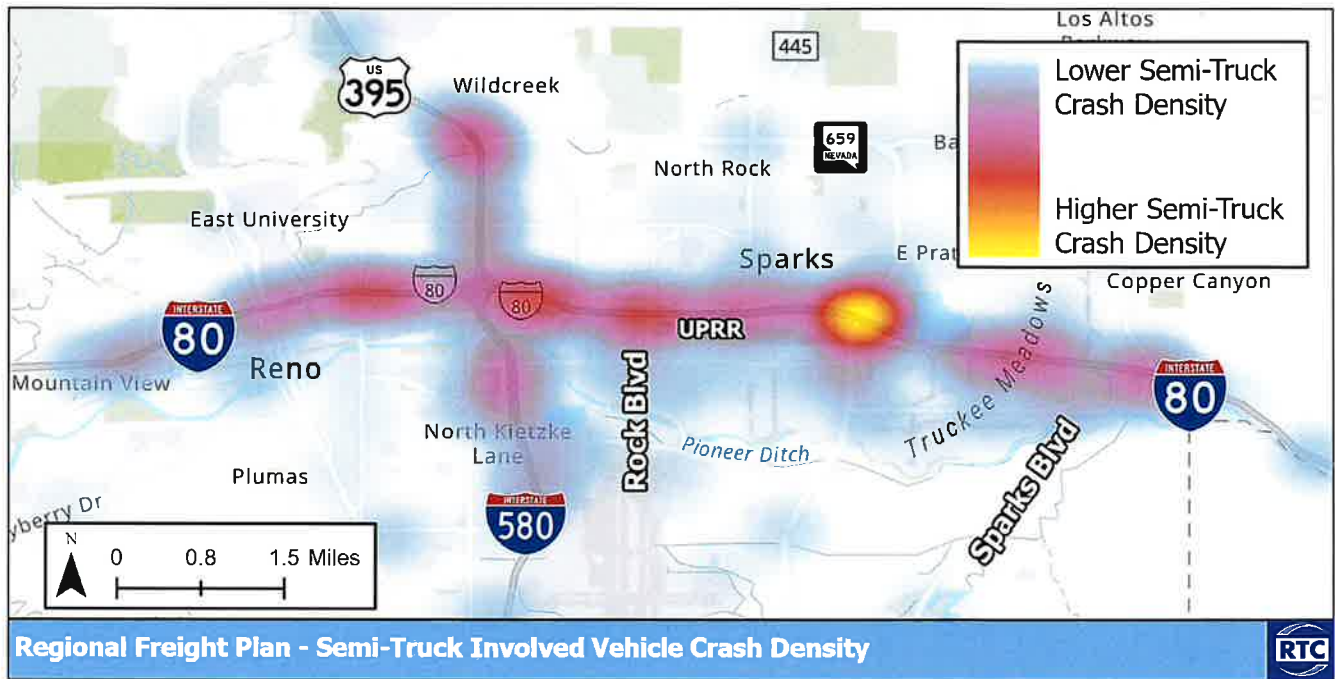


Figure 10: Truck-Involved Crashes in Central Reno and Sparks



4.2 MULTIMODAL INTEGRATION

Analysis of multimodal integration includes commodity flow, the efficiency of freight movement, travel time reliability, pavement condition, as well as equity and sustainability.

COMMODITY FLOW ANALYSIS

This study utilized the Freight Analysis Framework (FAF) data from the Bureau of Transportation Statistics (BTS) to analyze freight movements across states and metropolitan areas, covering all transportation modes and various commodities by tonnage and value. FAF (Version 5) data for 2022, 2030, and 2050 were disaggregated to the county level and analyzed for directional flows, modal split, and top commodities over these years. Directional flow analysis categorized movements into internal (origins and destinations within Washoe County), inbound (to Washoe County), and outbound flows (from Washoe County) based on origins and destinations of commodity. The modal

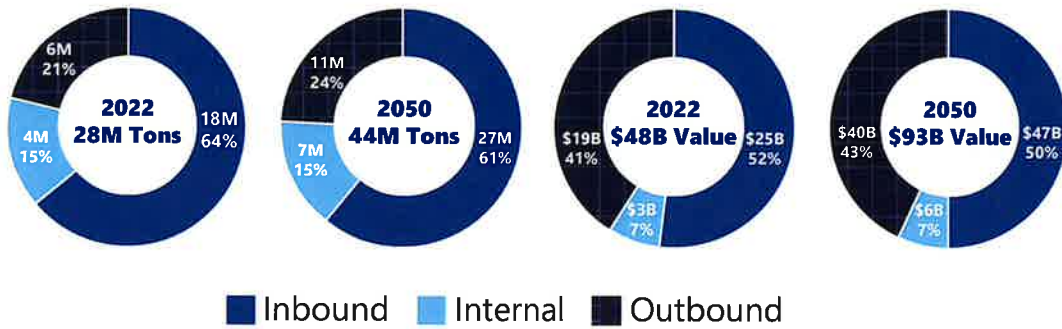
split analysis examined commodity flows across different transportation modes. Top commodities were identified based on tonnage and value using the Standard Classification of Transported Goods (SCTG). More details on the data utilized, analysis methodology, and commodity flow analysis results are provided in the appendix.

Figure 12 shows commodity flows by tonnage and value while Figure 13 shows commodity flows by mode. Trucks dominate in tonnage and value, comprising 91% of tonnage and 69% of value in 2022. Rail follows in tonnage but contributes only 1% to the value due to moving heavier, lower-value goods like coal. Multiple modes and mail as well as air also play significant roles. The 0.02 million tons of goods (less than 1% of total freight tonnage) transported by air accounted for \$3 billion in value (5%). From 2020 to 2050, trucks, multiple modes and mail, and rail maintain their positions in tonnage; while trucks, multiple modes and mail, and air lead in value.

Figure 11: Phase 4 Map: Complete Network [2035-2040], Figure 7 in the National Zero-Emission Freight Corridor Strategy, 2024

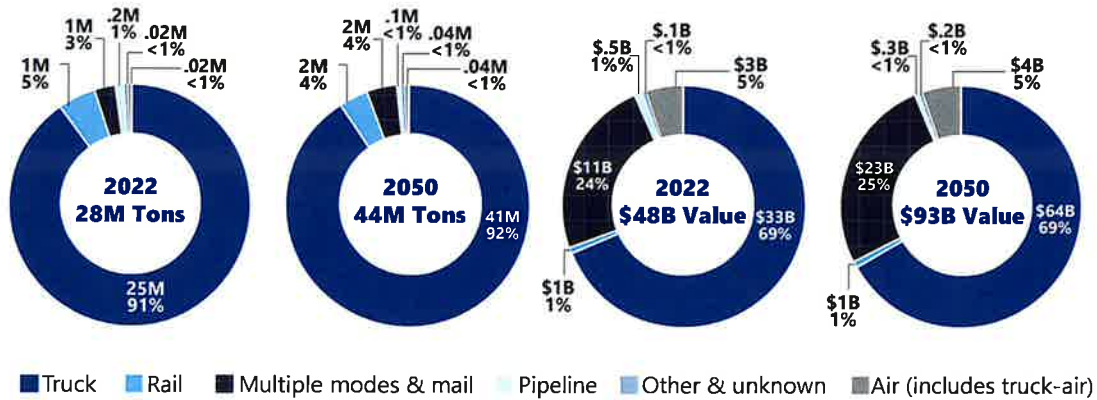


Figure 12: Commodity Flow by Direction in 2022 and 2050 by Value and Tonnage



Source: Freight Analysis Framework 5.4.1, disaggregated by Cambridge Systematics Inc. 2023

Figure 13: Commodity Flow Modal Split in 2022 and 2050 by Tonnage and Value



Source: Freight Analysis Framework 5.4.1, disaggregated by Cambridge Systematics Inc. 2023



REGIONAL FREIGHT PLAN

The purpose of the top commodity analysis is to understand trade patterns and enhance freight planning by identifying key goods that drive trade flows and their impact on the region’s economy. Table 3 and Table 4 detail the top commodities by tonnage and value in 2022 and 2050. In both years, gravel ranks first by tonnage at 5 million and 8 million tons, respectively, followed by nonmetallic

mineral products and natural sands. In 2022 and 2050, electronic and miscellaneous manufactured products lead by value, with miscellaneous manufactured products doubling in value by 2050 to \$15 billion. The top three commodities by tonnage and value are expected to remain unchanged by 2050.

Table 3: Top Commodities by Tonnage and Value in 2022

Top Commodities by Tonnage (Tons)		Top Commodities by Value (USD)	
Gravel	5M	Electronics	\$7B
Nonmetallic Mineral Products	5M	Miscellaneous Manufactured Products	\$7B
Natural Sands	2M	Textiles/Leather	\$4B
Waste/Scrap	2M	Machinery	\$3B
Coal - not elsewhere classified (n.e.c.)	1M	Mixed Freight	\$3B
Top 5 Total	15M	Top 5 Total	\$24B
All Commodities Total	28M	All Commodities Total	\$48B

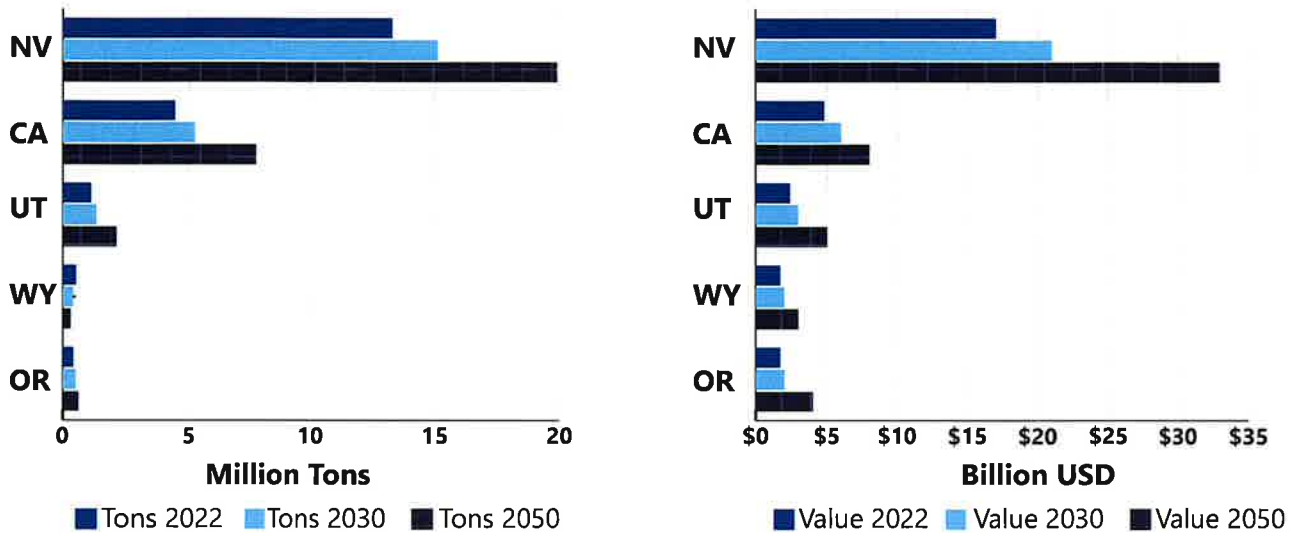
Source: Freight Analysis Framework 5.4.1, disaggregated by Cambridge Systematics Inc. 2023

Table 4: Top Commodities by Tonnage and Value in 2050

Top Commodities by Tonnage (Tons)		Top Commodities by Value (USD)	
Gravel	8M	Miscellaneous Manufactured Products	\$15B
Nonmetallic Mineral Products	8M	Electronics	\$13B
Natural Sands	3M	Textiles/Leather	\$9B
Basic chemicals	3M	Pharmaceuticals	\$6B
Waste/Scrap	2M	Machinery	\$6B
Top 5 Total	24M	Top 5 Total	\$49B
All Commodities Total	44M	All Commodities Total	\$93B

Source: Freight Analysis Framework 5.4.1, disaggregated by Cambridge Systematics Inc. 2023

Figure 14: Top Domestic Trading Partners by Tonnage and Value



The purpose of analyzing the top trading partners is to evaluate trade dynamics, assess economic competitiveness, and inform freight policy decisions by examining the distribution and characteristics of goods exchanged with other regions. Figure 14 shows the top trading partners by tonnage and value (including both inbound and outbound flows). Nevada, California, Utah, Wyoming, and Oregon are the top partners by tonnage, with Texas projected to reach the fourth by 2050. Wyoming's rank dropped out of the top five by 2050. By value, Nevada, California, Utah, Washington, and Texas are the top partners, with Texas expected to surpass Washington by 2050. More than 55% of California's trade by value is with Northern California.⁶ The proximity to Northern California provides significant opportunities for economic growth in the Reno-Sparks area.

In Washoe County, inbound flows dominate with the largest proportion of tonnage and value, although the commodity value of inbound flows tends to be

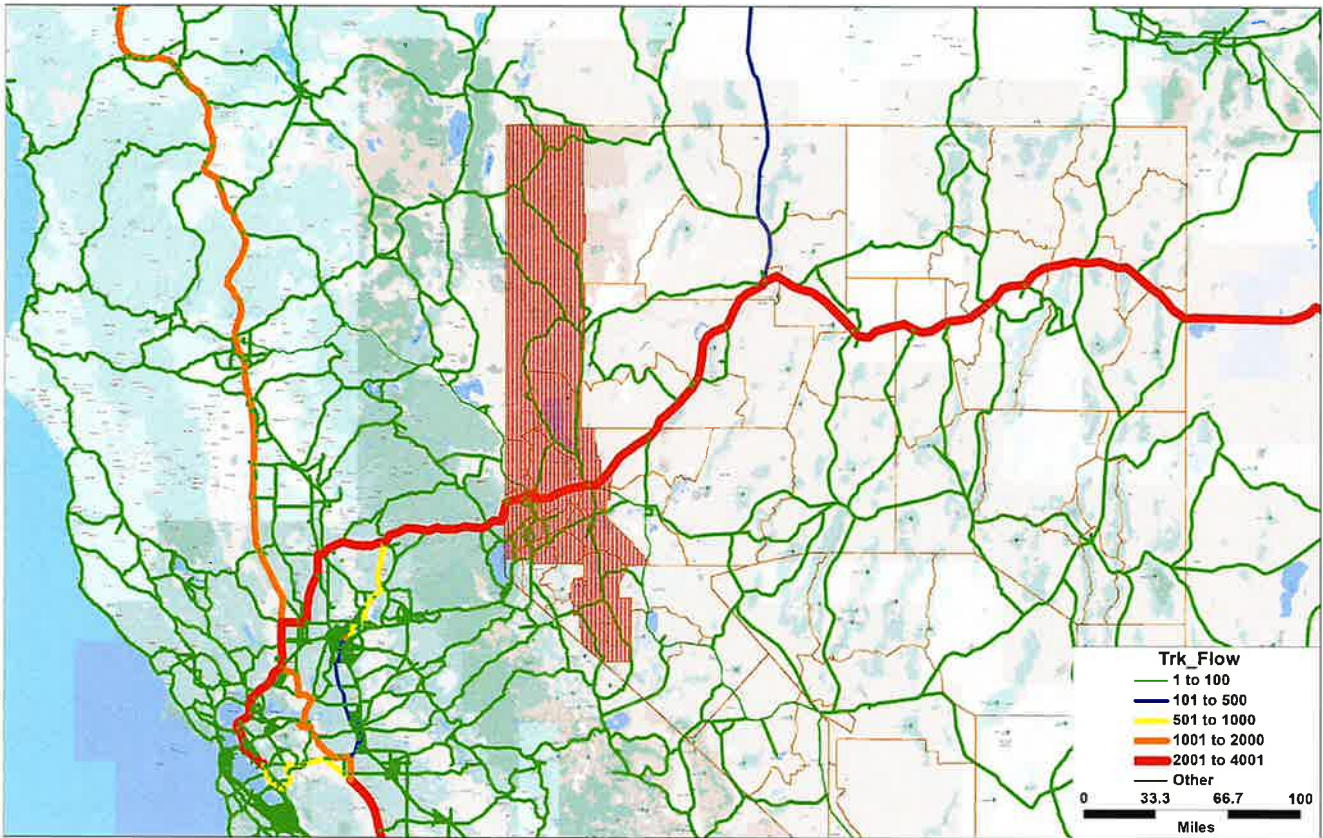
lower compared to other directions. Trucking is the primary mode for freight flows, with multiple modes and mail accounting for 24% of total freight flows by value. The leading commodities transported into, from, and within Washoe County are primary materials like gravel, nonmetallic mineral products, and natural sands, which typically carry lower unit values. Major trading domestic partners include Nevada, California, Utah, Washington, Oregon, and Texas. The appendix offers more in-depth and comprehensive results and findings derived from the commodity flow analysis.

PASS-THROUGH ANALYSIS

A process was used to estimate pass-through truck movements by overlaying FAF origin-destination data onto the FAF network. Figure 15 shows a regional picture of pass-through flows. Based on the pass-through results, there are between 2,000 and 4,000 truck trips passing through the region on an average day on the I-80 Corridor.

⁶ Northern California refers to Sacramento-Roseville, San Jose-San Francisco-Oakland, and Fresno-Madera. Remainder of California refers to regions other than Sacramento-Roseville, San Jose-San Francisco-Oakland, and Fresno-Madera.

Figure 15: Pass-Through Truck Flows, Average Daily Trucks



Freight Analysis Framework 5.4.1, disaggregated by Cambridge Systematics Inc. 2023

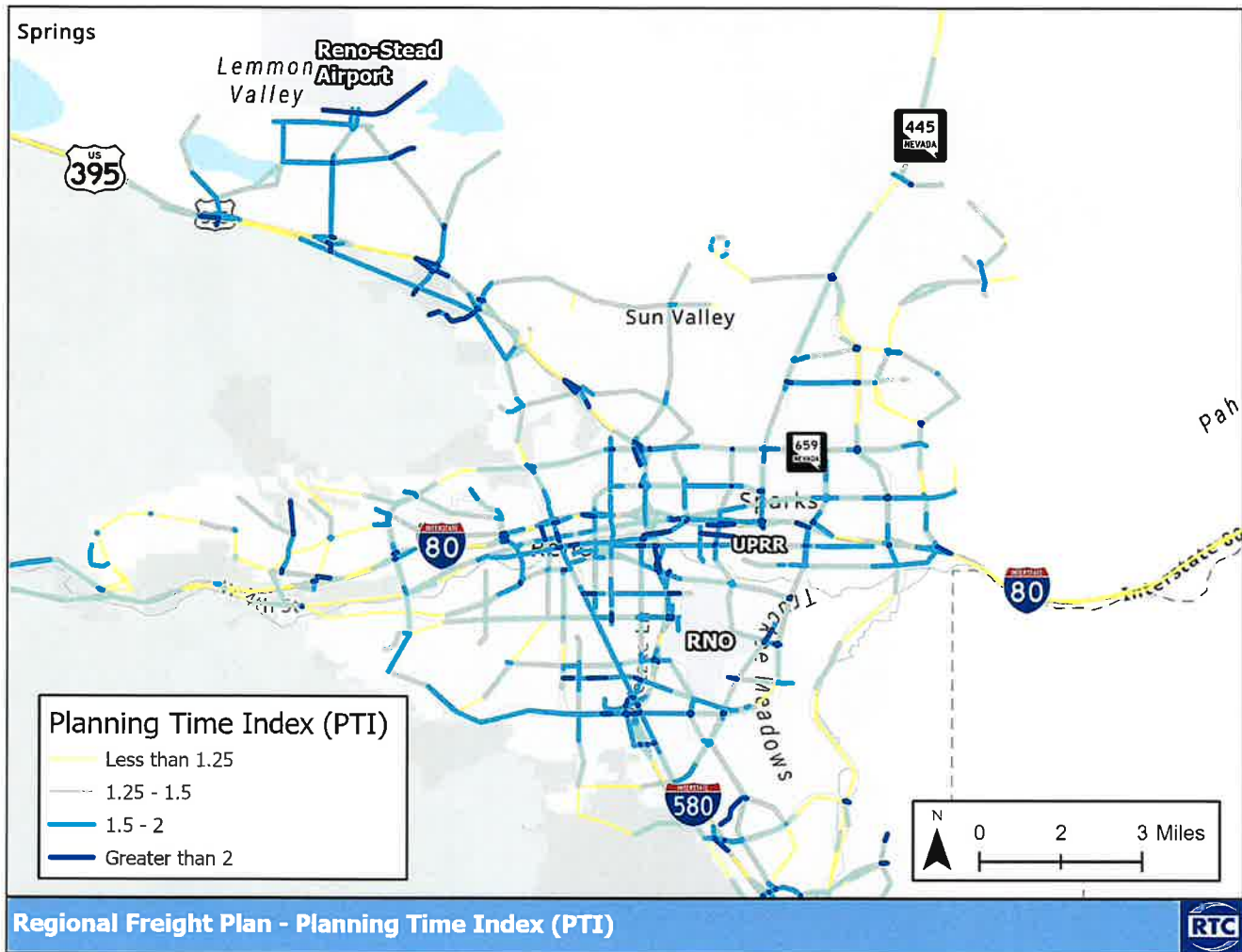


Figure 16: Planning Time Index

4.3 EFFICIENCY OF FREIGHT MOVEMENT

Some of the operational considerations important for moving goods are highway system performance, pavement condition, bridge height and condition, and last-mile delivery, described below.

HIGHWAY SYSTEM PERFORMANCE

Planning travel time index (PTI) and travel time reliability (TTR) are two important metrics for transportation planning, providing insights

into congestion levels, route efficiency, and the consistency of travel times. PTI is defined as the

ratio of the 95th percentile of peak period travel time over free flow travel time. In simpler terms, it represents the additional time required to ensure on-time arrival for a certain percentage of trips, relative to the free flow travel time. For example, a PTI of 1.5 means that for a 30-minute trip on a free flow traffic condition, the total time that should be planned for the trip is 45 minutes (i.e., $1.5 \times 30 \text{ minutes} = 45 \text{ minutes}$). Figure 16 shows the PTI in the study region. Intersections and highway interchanges throughout the study region generally show higher PTIs (greater than 2), which can be caused by either traffic signal

wait times or traffic slowdowns at intersection approaches. Most of the region has PTI between 1.25 to 1.5, suggesting mild congestion conditions across the region. I-80 Corridor through the study region has the highest portion of roadway segments with significant delays (greater than 2) while it has relatively less congestion outside the urban area.

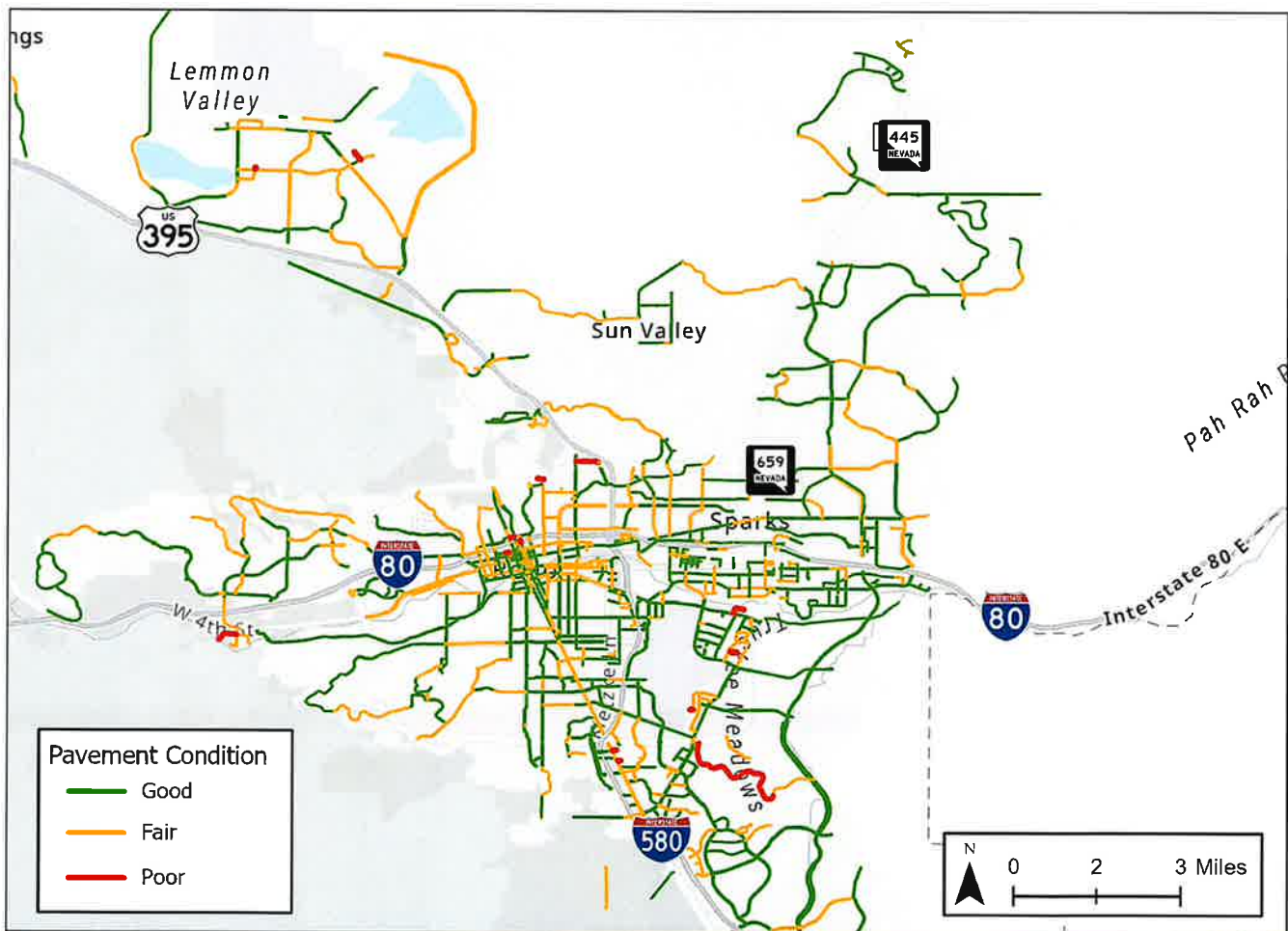
Truck travel time reliability (TTTR) index, a required RTP performance measure, calculates the average truck travel time relative to the free flow truck travel time for each highway segment. For interstates within the study region, the TTTR is 1.45 in 2023 as derived from INRIX. This is a higher level of service than the

RTC's 2020 performance target of 1.5. According to the NDOT 2023 Performance Management Report, the statewide target for TTTR is 1.25 or less. The current statewide average TTTR is 1.32.

PAVEMENT CONDITION

Transportation surface condition plays a significant role in traffic safety, operation, and planning. Trucks move a significant amount of commodities on the road every year and can degrade roadway systems and bridges. Pavement condition refers to the overall state of a road surface, typically evaluated based on factors such as distresses, ride quality, and

Figure 17: Pavement Condition



Regional Freight Plan - Pavement Condition

Source: RTC 2024 Pavement Condition Index Data

structural integrity. Figure 17 shows pavement conditions in the study region, which is measured on a scale



Source: RTC 2024 Pavement Condition Index Data

of good, fair, and poor. The figure highlights that the majority of roadways in the region are rated as either good or fair.

Figure 18: Pavement Condition – Sparks Industrial

BRIDGE HEIGHT AND CONDITION

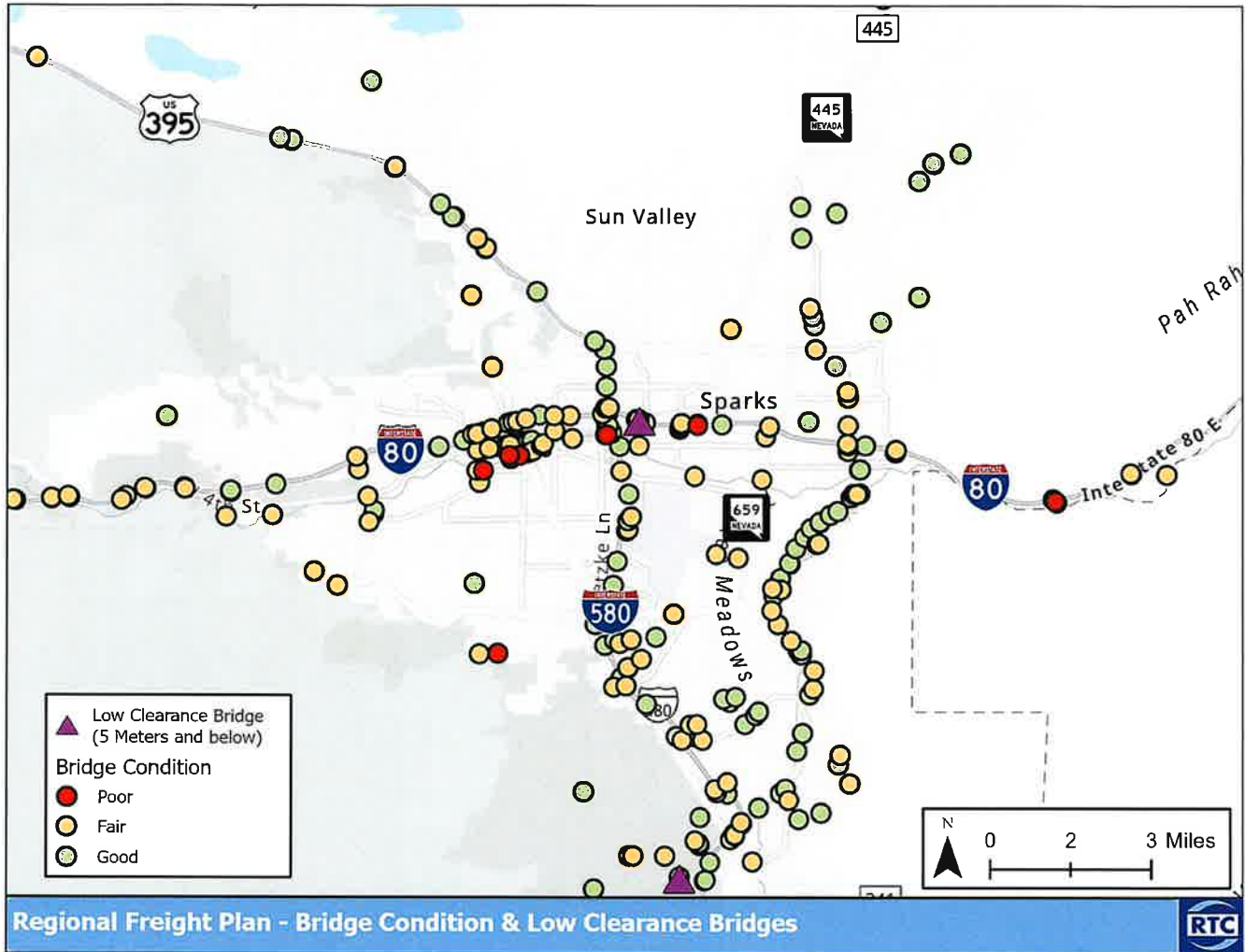
Bridge height and condition is another important metric for freight transportation surface condition – it offers insights of bridge conditions from perspectives of weight capacity and vertical clearance. The bridge condition is measured on a scale of good, fair, and poor. Figure 19 shows the bridge conditions in the study region. While most of the bridges are rated as fair or good, there are several bridges in the region rated as poor, including the Truckee River bridges at Keystone Avenue, Arlington Avenue, Sierra Street, and Kietzke Lane, as well as the I-80 Bridge over Victorian Plaza Circle (north of the Nugget Casino).

Bridge height is particularly important for oversize and overweight loads, as insufficient clearance can necessitate long detours around low structures,

significantly impacting logistics efficiency and cost. For instance, the I-80 Bridge over Battle Born Way, with a clearance below 16.5 feet, poses a challenge for such loads, underlining the need for careful consideration of bridge heights in freight planning and infrastructure improvements.

As of the publishing of this report, design for the replacement of the Keystone, Arlington, and Sierra Bridges is underway by RTC.

Figure 19: Study Region Bridge Condition and Low Clearance



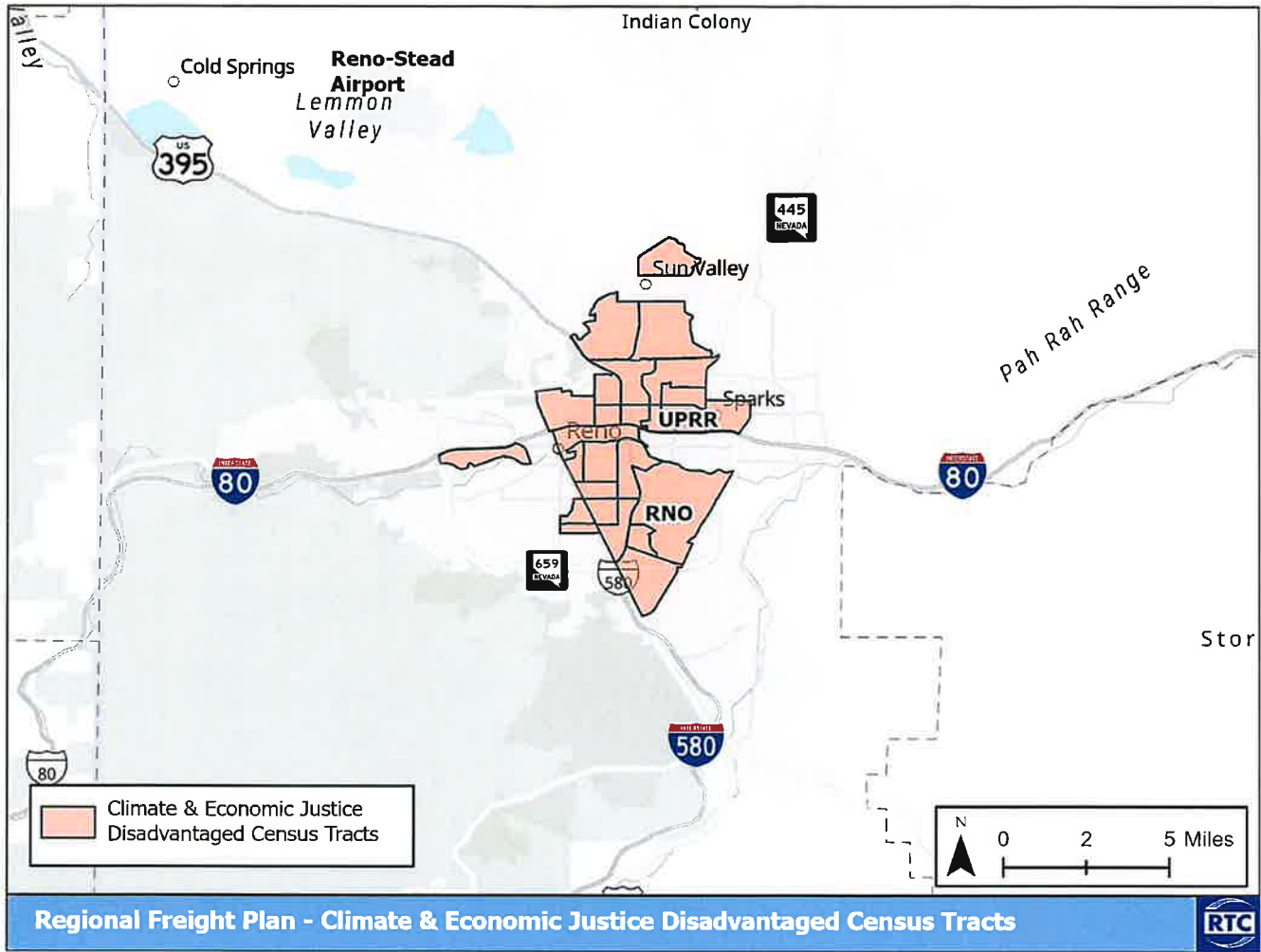
4.4 FREIGHT EQUITY

Equity and sustainability are key federal priorities related to freight movement. Lower income communities have historically experienced disproportionate adverse impacts from noise, pollution, and truck traffic at ports, intermodal facilities, and other industrial areas.

The Climate and Economic Justice Screening Tool (CEJST) was developed for use by federal agencies in addressing the Justice40 Initiative, implemented by Executive Order 14008 in 2021. This tool identified areas that have experienced burdens in the areas of climate change, energy, health, housing, legacy

pollution, transportation, water and wastewater, and workforce development. For the Truckee Meadows, CEJST identifies burdened communities as those in central Reno and Sparks as well as Sun Valley.

Figure 20: Burdened Communities as Identified by CEJST



4.5 SUSTAINABILITY AND ALTERNATIVE FUELS

The National Electric Highway Coalition (NEHC) is working to create a network of direct current fast (DC fast) charging stations connecting major highway systems across the U.S. NEHC utility members agree to ensure efficient and effective fast charging deployment plans that enable long distance electric vehicle (EV) travel, avoiding duplication among coalition utilities, and complement existing corridor DC fast charging sites.

The Nevada Electric Highway (NEH) began as a partnership between the Governor’s Office

of Energy (GOE), NV Energy, and Valley Electric Association. NEH Phase I was initiated in 2015 to electrify Nevada’s highways between Las Vegas and Reno. The five initial sites are along US 95 at Fallon, Hawthorne, Tonopah, Beatty, and Indian Springs. Phase I stations include two Level 2 chargers and one DC fast charger, along with providing free charging. NEH Phase II began in 2017 with the installation of charging stations along US 93. Phase II installations have a minimum of two chargers and require that they be DC fast chargers. As a result of the NEH program, Nevada is one of the leading voices in the intermountain west for transportation electrification and the Regional Electric Vehicle Plan for the West (REV West) partnership.



Between 2017 to 2021, FHWA solicited nominations from state and local officials to designate Alternative Fuel Corridors (AFCs) to help create a national network of plug-in EV charging and hydrogen, propane, and natural gas fueling infrastructure along national highway system corridors. The designations have resulted in 125 nominations, including segments of 134 interstates along with 125 US highways/state roads. The FHWA designates nominated highway corridors as either corridor-ready or corridor-pending. Corridor-ready segments contain a sufficient number of fueling facilities to allow for corridor travel with the designated alternative fuel. Corridors that do not have sufficient alternative fuel facilities to support alternative fuel vehicle travel are designated as corridor-pending. During Rounds 1 to 5 of AFC nominations, FHWA designated Interstates 15, 80, 11 and 580, U.S. highways 50, 93, 95, 395, and state routes 28 and 215 as corridor-ready or corridor-pending AFCs. The complete and updated list of AFCs can be found on FHWA's website⁷.

Beginning in 2022, the nomination process of AFCs is tied to funding provisions under the Bipartisan Infrastructure Law (BIL). The BIL establishes the National Electric Vehicle Infrastructure Formula Program, and a Discretionary Grant Program for Charging and Fueling Infrastructure. In this respect, FHWA established an AFC grant program and released the Round 6 Request for Nomination in February 2022 for designating Electric Vehicle corridors focusing on interstate corridors. During the designation process, FHWA identifies charging and fueling infrastructure, analyzes standardization needs for fuel providers and purchasers, and reestablishes the goal of achieving strategic deployment of fueling infrastructure in the designated corridors.

These initiatives can provide substantial financial incentives and regulatory support for alternative fuel infrastructure. This support encourages freight companies to invest in electric and alternative fuel

vehicles, knowing that the necessary infrastructure will be in place. With strategic deployment of charging infrastructure, freight operators can plan routes more efficiently, avoiding unnecessary detours to find charging stations. This not only reduces operational costs but also improves delivery times and overall logistics efficiency. The transition of freight fleets to electric vehicles will promote sustainability, reduce greenhouse gas emissions, and improve air quality, helping the freight industry comply with increasingly stringent environmental regulations while contributing to broader sustainability goals.

4.6 TRUCK PARKING

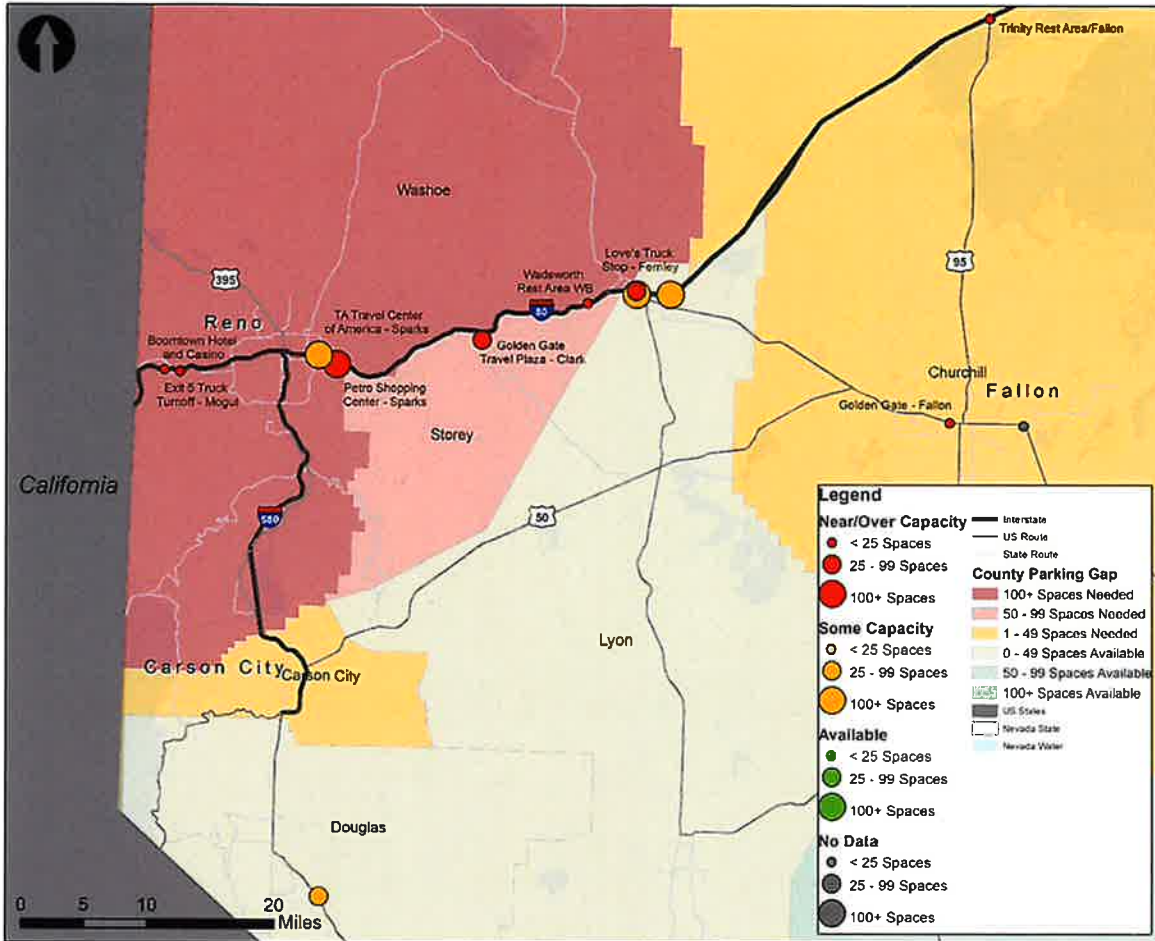
Truck parking is a vital part of supporting safe and efficient freight movement in Washoe County. Truck drivers need safe, secure places to park and take the mandatory rest breaks they require. The Federal Motor Carrier Safety Administration requires truck drivers follow hours of service regulations and mandate stops and parking for different hours driven. Without adequate supply of designated truck parking, tired drivers may be forced to park in unsafe locations or even continue driving while fatigued, significantly increasing the risk of crashes. The National Highway Traffic Safety Administration (NHTSA) estimates that 91,000 police-reported crashes involved drowsy and fatigued drivers in 2017. In addition, parked trucks in unwanted areas can impede other vehicle movements and interrupt the intended use of public space. Washoe County faces a significant shortage of truck parking facilities. Existing spaces are already strained, with many operating at or exceeding capacity.

PEAK HOUR PARKING DEMAND

Peak hour parking demand refers to times when there is the highest demand for commercial vehicle parking, reducing the availability of spaces. This typically happens during the overnight hours between midnight and 2 a.m. Larger trucks are

⁷ https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/all_corridors/

Figure 21: Truck Parking Gap by County and Composite Availability at Authorized Parking Sites- Northwest Nevada



Source, Nevada Statewide Truck Parking Demand and Gap Analysis 2019, NDOT 2029



Winter closure on I-80

particularly challenged due to an especially low supply of parking with sufficient space. Figure 21 shows truck parking facilities that are near/over capacity during the peak hour, have some capacity, or have availability. Short-term staging parking demand is different from long-haul demand in that trucks are parked while waiting to make a pickup or delivery instead of resting for a long period.⁸

⁸ Federal Highway Administration. 2002. Commercial Truck Parking Demand - Study of Adequacy of Commercial Truck Parking Facilities. <https://www.fhwa.dot.gov/publications/research/safety/01158/01158.pdf>



I-80 TRUCK PARKING

The main truck route in Washoe county is along I-80, which connects northern California, including the Port of Oakland, with the eastern states. In 2022, Caltrans identified priority areas for increasing truck parking across the state. Caltrans District 3 priority areas include the I-80 corridor from Sacramento to Truckee (Figure 22), a key route for trucks traveling east to Nevada. The area closest to the border has a deficit of 165 truck parking spots, with a deficit of 2 parking spots per mile, the third highest deficit reported in California.

The plan listed several strategies to address parking shortages in this area, including:

- » Expand safety roadside rest areas (SRRAs).
- » Build dedicated truck parking facilities within highway right-of-way.
- » Partner with the private sector.
- » Develop a TPAS.
- » Allow emergency truck parking at large parking lots when not in use.

The gap in truck parking along I-80 extends into Nevada. NDOT's 2019 Truck Parking Implementation Plan identified an existing and growing gap in truck parking capacity in Washoe county. The greatest need is in the Verdi area, and this need is only exacerbated by emergency truck parking needs along Donner pass when it is closed for inclement weather.

EMERGENCY PARKING AND DONNER PASS

Donner Pass is a crucial transportation corridor along I-80 in the Sierra Nevada with no viable alternative truck routes close by. During the winter months, severe weather conditions often force authorities to close the pass for safety concerns.⁹ This closure

can strand hundreds of trucks traveling the route, creating a major bottleneck for freight movement throughout the region.

When the pass closes, truck drivers have fewer options where they can pull over safely and wait for the pass to reopen. This leads to dangerous situations on the shoulder or nearby roads, causing traffic congestion and potential crashes.¹⁰ It can also prevent the road from reopening when trucks are stuck on the roadway preventing snowplows from operating efficiently.

In March 2024, a severe winter storm caused a multiday closure of Donner Pass along I-80. This closure stranded hundreds of trucks traveling the crucial transportation corridor. The storm presented challenges for rescue efforts, as first responders tried to intervene with extreme snow and wind conditions. These closures demonstrated a recurring problem. There is a need for designated pull-off areas along Donner Pass with sufficient space for trucks. During severe weather, emergency services are already stretched thin and stranded trucks divert resources away from other emergencies.

Truck parking, emergency management, and resiliency strategies can work together to find solutions to alleviate the impact of extreme weather conditions on the roads (congestion or lane closures) and redirect emergency services and other preventative services.

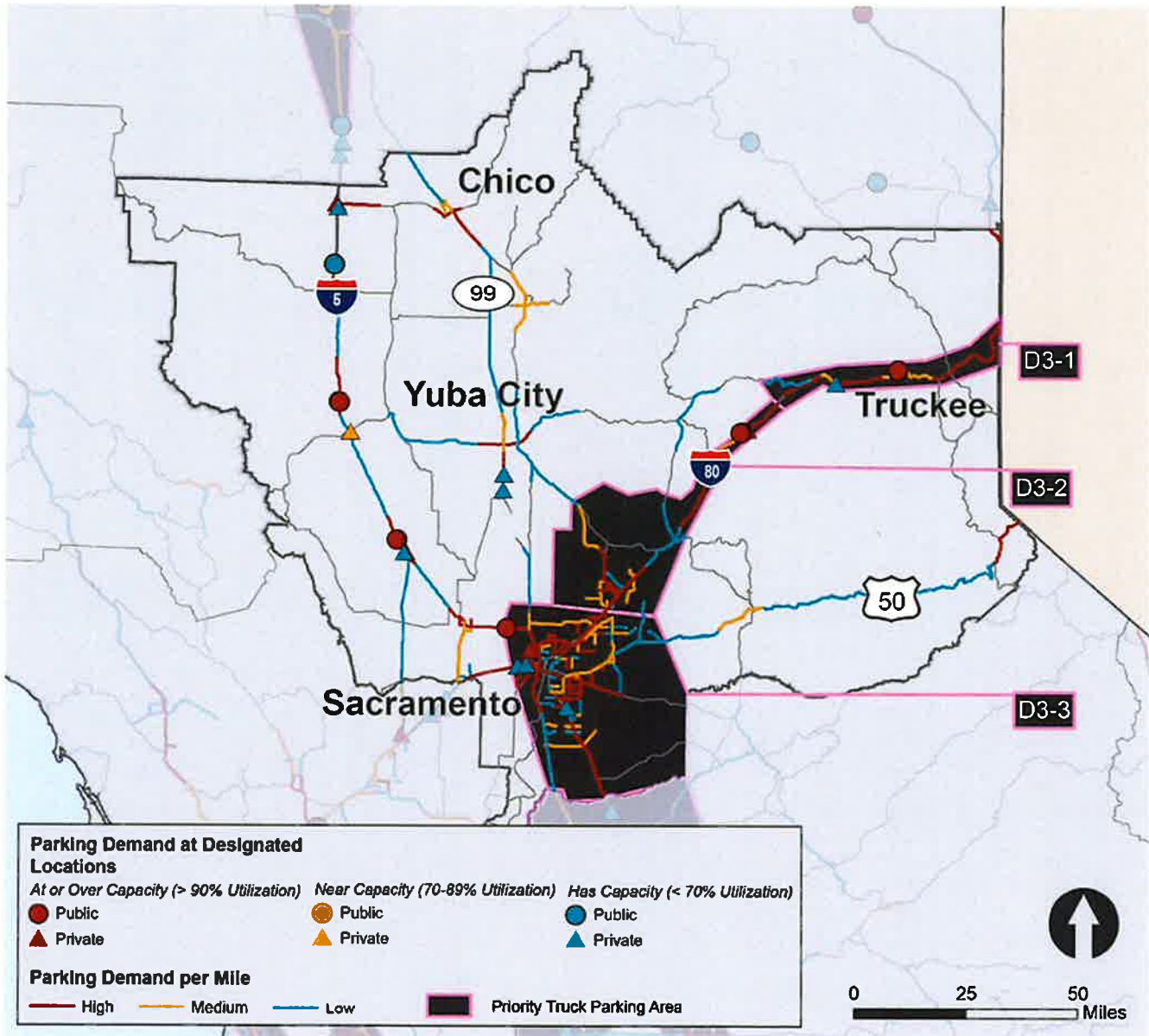
ZERO-EMISSION FUELING AND PARKING

In March of 2024, the Joint Office of Energy and Transportation released the National Zero-Emission Freight Corridor Strategy that prioritizes investment, planning, and deployment for medium- and heavy-duty vehicle fueling infrastructure. Sections of I-80 in Washoe County are identified for truck parking

9 Sonner, S., & Dazio, S. March 1, 2024. Blizzard slams California's Sierra Nevada, stretch of I-80 shut down [News article]. Associated Press. Retrieved from <https://apnews.com/article/california-nevada-pacific-storm-blizzard-warning-7f8892b9f253848b47fa15b8a135b569>

10 MyNews4. March 4, 2024. How supply chain is disrupted when Interstate 80 is closed during severe winter storms [News article]. Retrieved from <https://mynews4.com/news/local/how-supply-chain-is-disrupted-when-interstate-80-is-closed-during-severe-winter-storms-reno-sparks-lake-tahoe-truckee-nevada-california>

Figure 22: Caltrans District 3 Truck Parking Priority Regions and Corridors from Caltrans Truck Parking Study, 2022



infrastructure and intermodal facilities. The plan starts by envisioning battery electric vehicles and then shifts to hydrogen infrastructure. Due to the nature of battery electric charging, where vehicles may need to be parked for extended periods of time to refuel, pairing truck parking and driver facilities (like restaurants, showers, and other vending) with charging infrastructure is a natural fit. The plan outlines connecting California and Utah via I-80

with supporting zero-emission fueling infrastructure in the 2027–2030 timeframe and fully building out supporting infrastructure by 2040. Siting new parking facilities in Washoe County should be coordinated with local utility providers to ensure charging needs can be met.

The areas with the highest levels of long-haul parking demand are mainly in and around the urban



centers, including Washoe and Storey Counties. These counties are also the primary generators of short-term staging parking demand due to higher concentrations of industrial/warehousing/commercial property, higher residential populations, and the higher cost of land, which limits space to develop parking (either on-site or in nearby parking facilities). In addition to long-haul parking needs, stakeholders noted issues with short-term staging and parking.

URBAN TRUCK PARKING AND WAREHOUSE DISTRICTS

Sufficient truck parking in warehouse districts can alleviate bottlenecks, reduce congestion, and improve safety.¹¹ Driving is the primary mode of transportation in Washoe County, which can cause roadway congestion that delays trucks at different

times of the day, particularly during peak hours. Ideally, truck parking facilities should be situated in close proximity to warehousing districts. Designated truck parking areas near warehouses allow trucks to wait for loading or unloading without parking on local roads.

When trucks cannot find designated parking where it is needed, they may resort to parking in unsafe locations on the shoulder or nearby streets. Truck parking facilities should prioritize both safety and efficiency concerns. Well-lit, designated truck parking areas are needed with ample space for maneuvering and overnight stays. Additionally, these facilities should allow for pull-through parking that can improve traffic flow and safety when exiting.¹²

¹¹ Federal Highway Administration, 2024. Truck Parking Development Handbook [PDF]. Retrieved from https://ops.fhwa.dot.gov/freight/infrastructure/truck_parking/docs/Truck_Parking_Development_Handbook.pdf

¹² Truck parking plays a crucial role in reducing congestion (see, e.g., Federal Highway Administration [FHWA], 2024)



5 | Future of Freight

Technology plays a pivotal role in shaping freight mobility and economic activities in the region. The freight industry in Northern Nevada serves as a significant market impacting various business sectors, presenting ample opportunities for technology investments. Embracing technological innovations is essential as they drive transformations in the logistics industry. The freight transportation system in Northern Nevada is undergoing significant evolution due to factors such as population growth, rising demand for goods, limited industrial warehousing space, increased travel needs, and advancements like larger container ships. Various technological advancements, including alternative fuel usage, emissions reductions, efficiency improvements, and safety enhancements, are being explored or are in the early stages of adoption.

RTC developed an [Electric Vehicle and Alternative Fuel Infrastructure and Advanced Mobility Plan](#) in 2022 that addressed electric vehicle charging infrastructure, connected vehicles, and the various mobility services that rely on technology.

5.1 ALTERNATIVE FUELS

With a growing emphasis on sustainability and environmental responsibility, the integration of electric trucks, hydrogen-powered vehicles, and other alternative fuel technologies is poised to revolutionize the freight industry. These cleaner fuel options offer not only reduced emissions but also greater energy efficiency, contributing to improved air quality and reduced carbon footprint. The diversification of fuel sources enhances energy security and resilience in the freight transportation sector. As Northern Nevada seeks to provide for equity and sustainability in freight movement, the widespread adoption of alternative fuels represents a crucial step towards achieving these goals.

Through strategic investments in infrastructure and supportive policies, the region can unlock the full potential of alternative fuels to drive economic growth, enhance freight mobility, and create a more sustainable future for generations to come. The growing use of renewable energy production in Nevada further reduces the emissions of electric vehicles.

While the benefits of alternative fuels are promising, careful planning and agency coordination will be essential. One key consideration is the need for significant infrastructure investment to support widespread adoption, including the development of charging and refueling stations. Additionally, there may be concerns regarding the availability and reliability of alternative fuel sources, particularly in remote areas. Another challenge is the need for financial incentives or subsidies to incentivize adoption, especially for small businesses and independent operators. Finally, there may be regulatory and policy barriers that need to be addressed to ensure a smooth transition and equitable access to alternative fuel options.

5.2 AUTONOMOUS AND CONNECTED VEHICLES

Nevada has been a pioneer in recognizing the role of autonomous vehicles (AVs) in future transportation endeavors. In 2011, Nevada made history as the first state in the U.S. to authorize the operation of autonomous vehicles through the passage of Assembly Bill 511. Subsequently, in 2017, Assembly Bill 69 further solidified Nevada's commitment to AVs by allowing testing and operation of AVs and driver-assistive platooning technology, where a group of vehicles travel closely together to reduce aerodynamic drag and improve fuel efficiency, contingent upon meeting stringent safety requirements. This legislative support underscores Nevada's proactive



stance in embracing AV technologies to enhance freight mobility and transportation efficiency in the region.

By leveraging AV and CV technologies on both highways and local streets, Northern Nevada is poised to usher in a new era of freight transportation characterized by enhanced safety, efficiency, and environmental responsibility. The emerging trends in AVs and connected vehicle (CV) technologies are reshaping the landscape of freight mobility, as the freight industry embraces low-level AV technologies, such as truck platooning and automated assistance systems, and operational efficiency is expected to improve. Local streets are poised to benefit from advancements aimed at improving safety, efficiency, and connectivity for human drivers and AVs.

5.3 LAST-MILE DELIVERY SOLUTIONS

Last-mile delivery solutions are undergoing a transformative shift driven by innovative technologies such as delivery drones or unmanned aerial vehicles (UAVs). Major retail and logistics players worldwide are embracing drone delivery systems to address the challenges of “last-mile” deliveries, enhancing customer experiences and optimizing supply chain operations. Industry giants like Amazon, UPS, and Walmart are actively developing prototype models that could revolutionize e-commerce deliveries, offering faster and more efficient distribution channels. Drones/UAVs and automated ground vehicles (AGVs) have emerged as innovative solutions for last-mile deliveries, offering distinct benefits and facing unique challenges in the freight mobility landscape.

With advancements in drone technology, including autonomous flight capabilities, the feasibility of drone delivery services is increasingly evident. Drones, characterized by their ability to navigate swiftly through the air, provide unparalleled speed and efficiency in delivering parcels directly to customers’ doorsteps. However, the implementation of drone

delivery services is subject to stringent regulations governed by the Federal Aviation Administration (FAA), ensuring air safety and compliance with established protocols. The FAA is carefully crafting rules for both commercial and noncommercial UAVs, navigating challenges such as airspace congestion and safety concerns.

AGVs offer a versatile solution for last-mile deliveries, leveraging autonomous technology to navigate roadways and deliver parcels directly to customers’ homes or businesses. AGVs can operate in various weather conditions and terrain types, providing delivery services across urban and suburban environments. AGVs can carry larger payloads compared to drones, making them suitable for delivering bulky or heavy items. However, AGVs face challenges related to infrastructure compatibility, pedestrian safety, and public acceptance. Developing robust navigation systems, integrating AGVs with existing transportation networks, and addressing concerns about liability and regulatory compliance are critical steps towards realizing the full potential of AGVs in last-mile delivery operations.

5.4 URBAN CONSOLIDATION CENTERS

Urban consolidation centers (UCCs) serve as pivotal solutions for enhancing freight mobility in densely populated urban areas. These centers function as shared truck parking and staging areas strategically positioned in proximity to urban zones, facilitating the consolidation of inbound freight flows and minimizing the circulation of freight traffic within urban environments. By consolidating cargo at a terminal, UCCs enable carriers to transfer their loads to a neutral entity, which then orchestrates the last leg of deliveries. This approach not only reduces the number of individual carrier trips to urban areas but also optimizes load factors, enhancing the efficiency of last-mile delivery operations.

While UCCs offer compelling environmental and social benefits, including improved air quality and



reduced traffic congestion, their implementation may encounter challenges such as high setup costs and potential monopolistic tendencies, which could lead to increased operational costs and legal complexities. Nonetheless, as urban areas continue to grapple with the complexities of freight mobility, UCCs emerge as indispensable tools for fostering sustainable and efficient urban logistics systems.

5.5 DIGITAL TRANSFORMATION

From big data analytics to artificial intelligence (AI) and the Internet of Things (IoT), freight mobility encompasses a diverse array of technologies that promise to reshape the future of freight transportation. Through the deployment of IoT devices and AI-driven analytics, supply chain management is undergoing a paradigm shift, providing stakeholders with unprecedented visibility into warehouses, distribution centers, and in-transit assets. With real-time monitoring of environmental factors such as temperature and humidity, logistics providers can ensure that goods are stored and transported under optimal conditions, mitigating the risk of spoilage or damage.

Collaboration and information exchange among industry players are essential for effective freight mobility. Cloud computing solutions offer scalability and reliability, enabling seamless communication and coordination across the supply chain. As the freight industry embraces digital transformation, freight mobility stands poised to drive innovation, efficiency, and sustainability in the movement of goods across the globe.

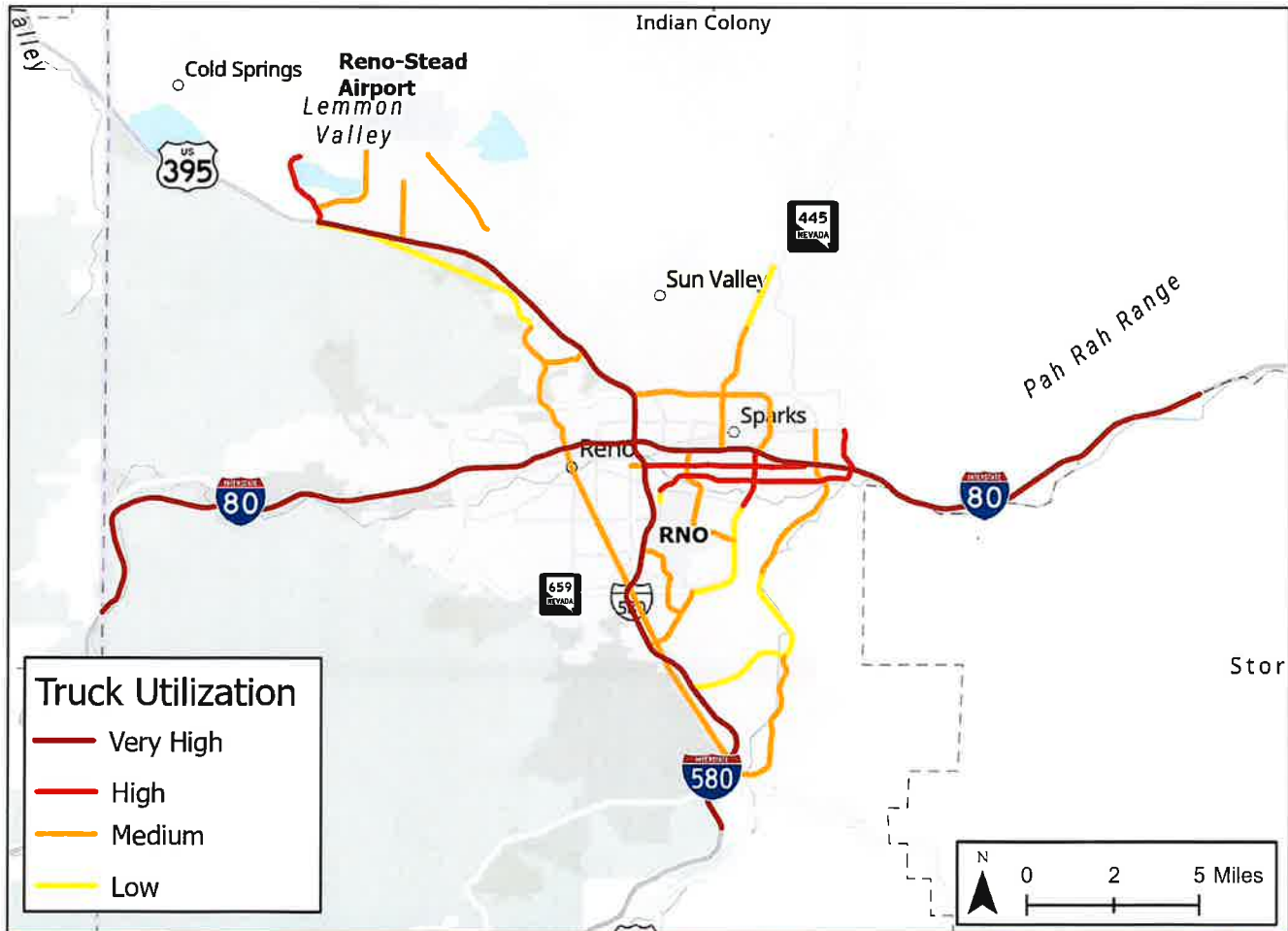
Interstate Highway System to comprise the NHFN. In Washoe County, the NHFN includes I-80, I-580 and approximately 50 miles of CUFCs.

6.2 PRIORITY CORRIDOR NEEDS AND GAP ANALYSIS

Freight priority corridors in urban areas are strategic routes crucial for the efficient movement of goods within and through urban environments. The identification of these corridors requires a comprehensive assessment of various factors, including but not limited to truck utilization, safety, travel time reliability, and pavement conditions.

Safety considerations are paramount in the identification of freight priority corridors. Corridors with lower crash rates and fewer incidents are preferable for facilitating seamless freight flow while minimizing risks to both motorists and cargo. Prioritizing corridors with higher crash records can mitigate the potential for crashes, particularly truck involved crashes, and disruptions to freight operations, thereby enhancing overall transportation network reliability and resilience. Also, truck utilization plays a pivotal role in determining the significance of specific corridors for freight movement. High levels of truck traffic indicate the importance of certain routes as primary arteries for freight transportation. These corridors often

Figure 24: Truck Utilization





serve as vital links connecting industrial centers, distribution hubs, and consumer markets, facilitating the movement of goods throughout urban areas.

Further, travel time reliability emerges as a factor in the designation of freight priority corridors. Corridors characterized by consistent travel times are deemed essential for ensuring timely deliveries and reducing supply chain disruptions. Reliable travel times are especially crucial for time-sensitive freight shipments, such as perishable goods or just-in-time inventory, as any delays can have significant implications for businesses and consumers alike. Pavement conditions also impact freight mobility within urban areas. Well-maintained roads offer smoother and more efficient travel routes for trucks, reducing wear and tear on vehicles and enhancing overall operational efficiency. Additionally, investments in pavement rehabilitation and maintenance contribute to the longevity and resilience of the transportation infrastructure, supporting the continued flow of goods throughout urban areas.

By prioritizing corridors with higher truck utilizations and higher safety, reliability, and pavement needs, the RTC can better enhance the safety, efficiency and predictability of freight movement within the region. For this purpose, the data provided in Chapter 4 (Existing Conditions and Trends) was used to identify such corridors. The list of freight priority corridors includes the designated CUFCs approved by FHWA, and other regional corridors important for freight mobility.

Table 6 provides a list of priority freight corridors in the region including the CUFCs approved by FHWA and other regional corridors deemed essential for freight mobility and enhancing overall transportation network performance. Through targeted investments in these priority corridors, the RTC aims to optimize freight movement, minimize disruptions, and promote economic vitality across the region.

Table 5: Priority Freight Corridors

Corridor	From	To	CUFC	Freight Related Issues	Priority	Programmed Projects
E Parr Boulevard	N Virginia Street	US 395	No		Low	Parr Bridge at US 395 replaced
Greg Street	Mill Street	Vista Boulevard	Yes	High truck volumes and PTI between McCarran & Vista	Low	Greg Street Sidewalks and Bike Lanes
N McCarran Boulevard	US-395	I-80	Yes	Truck involved crashes	Low	McCarran Boulevard widen 4 to 6 lanes
Red Rock Road	Osage Road	US 395	Yes		Low	Red Rock Road widen 2 to 4 lanes
South Meadows Parkway	I-580	Veterans Parkway	No		Low	South Meadows Parkway bike lanes



REGIONAL FREIGHT PLAN

Corridor	From	To	CUFC	Freight Related Issues	Priority	Programmed Projects
Sparks Boulevard	Greg Street	I-80	No	High PTI near I-80	Low	Sparks Boulevard multimodal improvements and widen 4 to 6 lanes, Sparks Boulevard Greg Street to north side of Baring Boulevard
Sparks Boulevard	I-80	Prater Way	Yes	High PTI near I-80	Low	Sparks Boulevard multimodal improvements and widen 4 to 6 lanes, Sparks Boulevard Greg Street to north side of Baring Boulevard
Stead Boulevard	Lear Boulevard	US 395	No	Due to the presence of the O'Brien Middle School zone near the Stead/US 395 interchange, it is preferred that trucks use alternate routes	Low	N/A
Vista Boulevard	Greg Street	E Prater Way	Yes	High PTI near I-80	Low	Widen 4 to 6 lanes, Greg Street sidewalks and bike lanes
Glendale Avenue	Kietzke Lane	US 395	No	High Planning travel time index (PTI) near Kietzke Lane	Medium	N/A
Glendale Avenue	US 395	S McCarran Boulevard	No		Medium	N/A



REGIONAL FREIGHT PLAN

Corridor	From	To	CUFC	Freight Related Issues	Priority	Programmed Projects
Glendale Avenue	S McCarran Boulevard	Franklin Way	No	High PTI; Railroad crossings; Poor pavement condition near Franklin Way	Medium	N/A
Lemmon Drive	Bravo Avenue	US-395	Yes	Future freight demand expected in the area	Medium	Lemmon Drive A. Widen 4 to 6 lanes; Lemmon Drive Segment 2 Traffic improvements/ Reconstruct; Lemmon Drive - Extension
Military Road	Echo Avenue	Lemmon Drive	Yes	Future freight demand expected in the area	Medium	Military Road Widen 2 to 4 lanes
Moya Boulevard	Echo Avenue	Red Rock Road	Yes	Future freight demand expected in the area	Medium	Moya Boulevard widen 2 to 4 lanes
N Virginia Street	Stead Boulevard	Panther Drive	Yes	High PTI near Stead	Medium	N Virginia Street widening
Pyramid Way	Sparks Boulevard	Los Altos Parkway	Yes		Medium	Pyramid Hwy widen, Pyramid Way Phase 5 widen 2 to 4 lanes



REGIONAL FREIGHT PLAN

Corridor	From	To	CUFC	Freight Related Issues	Priority	Programmed Projects
US-395	Red Rock Road	I-80	Yes	High PTI near I-80	Medium	US 395 Widening - Design and ROW (Stead to Red Rock Rd), US 395 Additional lane in each direction (Golden Valley to Stead Boulevard), US 395 Add SB Lane - Aux lanes - NB and SB (N McCarran to Lemmon Drive), US395/I-580/I-80 Capacity Expansion at Spaghetti Bowl
Veterans Parkway	South Meadows Parkway	Mira Loma Drive	No		Medium	New facility opened in 2018
Airway Drive	Longley Lane	I-580	No	Future freight demand expected in the area	High	N/A
Longley Lane	I-580	McCarran Boulevard	No	Future freight demand expected in the area; High PTI near Rock & S Virginia Street	High	N/A
Pyramid Way	Los Altos Parkway	N McCarran Boulevard	Yes		High	Queen Way to Pyramid Hwy (Phase 1) - Widen and safety improvements,
Pyramid Way	N McCarran Boulevard	I-80	Yes	High PTI near I-80; Truck involved crashes	High	This segment to be included in future RTC neighborhood network plan

Corridor	From	To	CUFC	Freight Related Issues	Priority	Programmed Projects
S McCarran Boulevard	I-80	Mill Street	Yes	High PTI near I-80	High	McCarran Boulevard sidewalks and bike lanes
S McCarran Boulevard	Longley Lane	Mill Street	No		High	N/A
S Rock Boulevard	McCarran Boulevard	Glendale Avenue	No	Future freight demand expected in the area; High PTI near Longley	High	N/A
Terminal Way	Vassar Street	Greg Street	Yes		High	Mill St/Terminal Way multimodal improvements and widening
US 395/ I-580	I-80	S Virginia Street	Interstate		High	Spaghetti Bowl Phase 2, Spaghetti Bowl Phases 3-5, US 395/I-580/I-80 capacity expansion at Spaghetti Bowl, I-580 widening
Veterans Parkway	Steamboat Parkway	South Meadows Parkway	No	Mira Loma Drive, which connects to Veterans Parkway, is not a truck route due to adjacent residential development and high levels of pedestrian activity	High	Intersection improvement at Damonte Ranch under development
Veterans Parkway	Mira Loma Drive	Greg Street	No		High	N/A

Figure 25: Regional Transportation Plan Projects

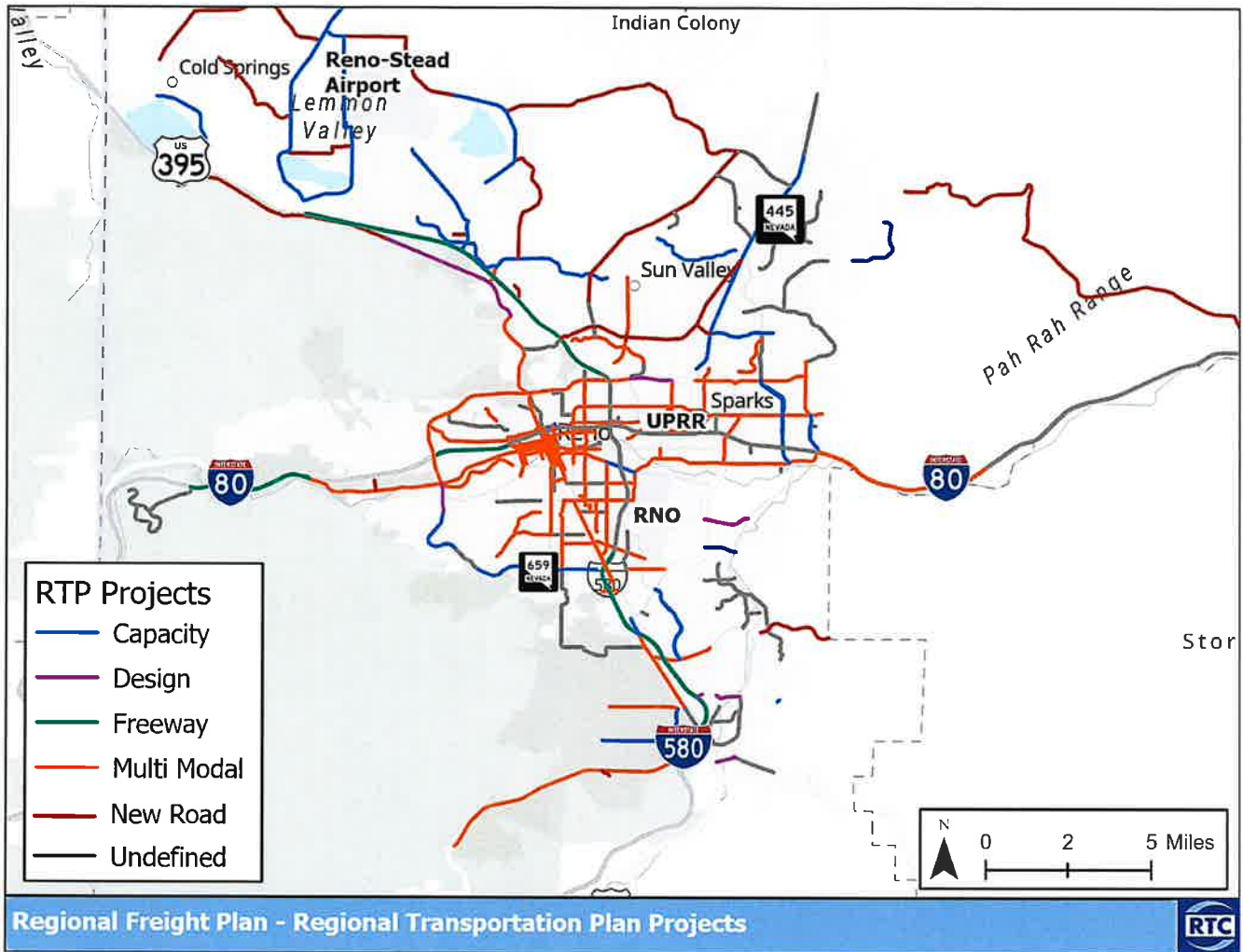
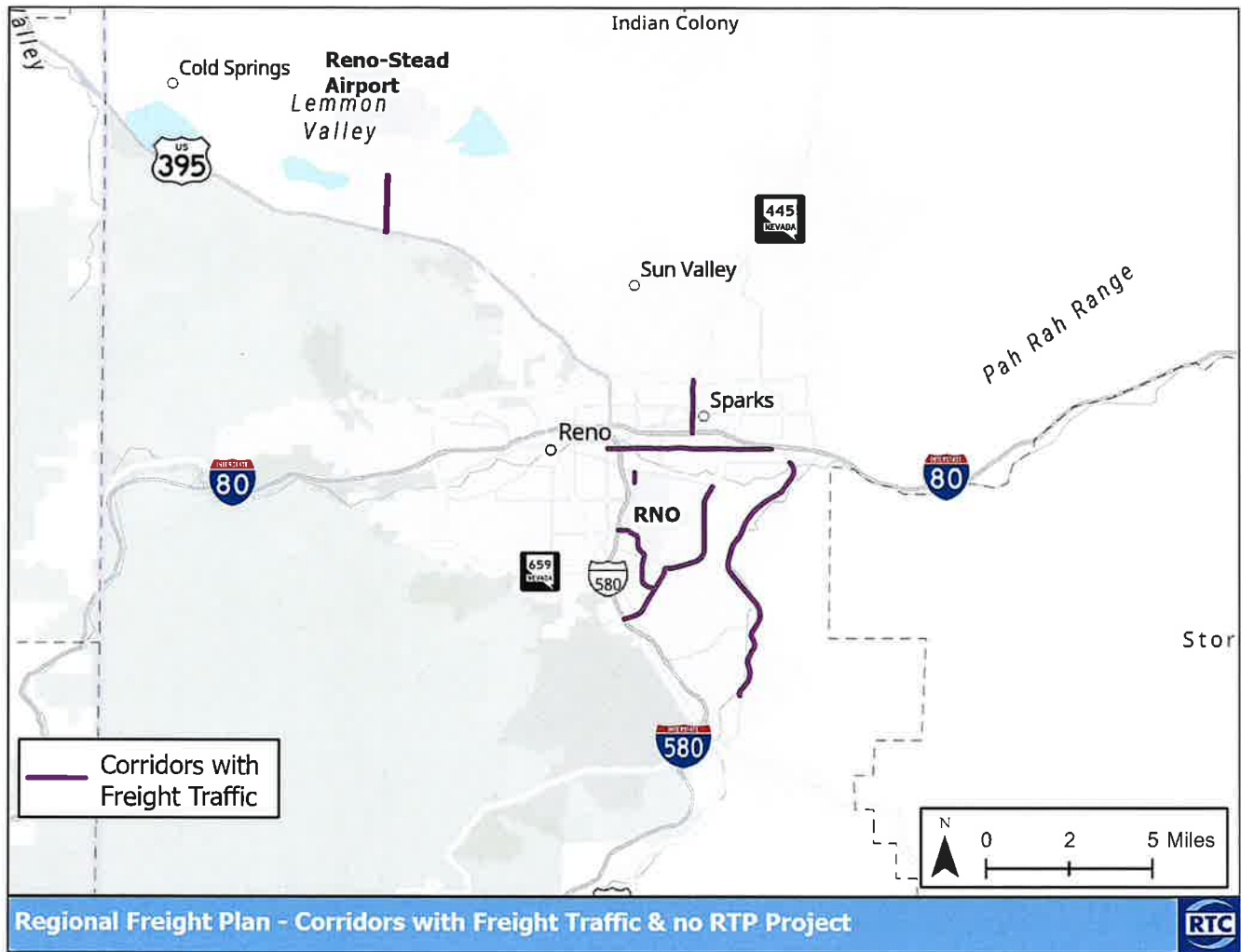


Figure 26: Highly Used Freight Corridors with No RTP Project



2050 RTP

The 2050 RTP identifies transportation investment priorities for the region over the long term. Figure 25 depicts the project included the plan. Figure 26 shows the priority freight corridors that are not presently included that are not currently included in the RTP for transportation improvements. It is notable that the majority of the corridors identified in this gap analysis have either had recent major construction completed, such as Glendale Avenue and Veterans Parkway, or are not well suited for truck-focused improvements due to high levels of pedestrian activity and other land use conflicts, such as Stead Boulevard and Pyramid Way. Additional analysis is recommended for Longley Lane and East McCarran Boulevard to address freight mobility and safety needs.

I-80

NDOT has major projects under development in the critical I-80 corridor. Phase 1 of improvements to the Spaghetti Bowl have been completed and Phase 2 includes the widening of the segment eastward to McCarran Boulevard. However, the segment from McCarran Boulevard to Vista Boulevard is not included in this project.

NDOT is also planning for the widening of I-80 east of Sparks to USA Parkway to better accommodate truck and commuter traffic.

US 395/I-580

NDOT and RTC have been successful in obtaining discretionary grant funding for improvements on US 395 North. Completed improvements include the reconstruction of the Parr Boulevard bridge over US 395 and improvements to the US 395/Lemmon Drive interchange.

Future phases include:

- » Widening US 395 between North McCarran and Golden Valley Road, and

- » Widening US 395 between Golden Valley Road and Stead Boulevard.

NORTH VALLEYS

The [North Valleys Regional Transportation Study](#) identified short- and long-term projects to address the rapid growth in the North Valleys. The study noted the increase in industrial and warehouse/distribution land uses in the area. The interchange improvement at Lemmon Drive was recently completed, along with the widening of Lemmon Drive. Other major projects in the plan include widening Military Road, Moya Boulevard, and Red Rock Road.

Complete street and intersection improvements on North Virginia Street are also recommended in the plan.



Lemmon Drive Improvements

SPARKS INDUSTRIAL

As described in the 2050 RTP, the Sparks Industrial area is a major employment center and historic core of the region's manufacturing base. NDOT reconstructed Glendale Avenue and installed Americans with Disabilities Act (ADA) accessible sidewalks. Future improvements are planned on Greg Street and McCarran Boulevard. Roadway widenings on Sparks Boulevard and Vista Boulevard are currently under development.



SOUTH MEADOWS

The [South Meadows Multimodal Transportation Study](#) identified recommended transportation improvements to address safety and mobility needs. NDOT is currently studying the feasibility of extending South Meadows Parkway to USA Parkway in Storey County to improve regional mobility and safety.

6.3. INVESTMENTS IN PROGRAM IMPLEMENTATION TO IMPROVE FREIGHT MOBILITY

Ensuring that freight mobility is a core component of regional transportation planning is essential. This involves coordinating with local governments, state agencies, and private sector stakeholders to align efforts and investments. Regional freight strategic investments and initiatives can be consolidated under a potential “Freight Program” managed by the RTC, to address key challenges related to freight mobility for further study and implementation. Creating a specialized freight program (and potentially a rail program) within RTC would ensure focused attention on the unique needs of freight transportation. This program could oversee the integration of freight considerations into broader transportation planning, advocate for necessary infrastructure improvements, and foster collaboration with key stakeholders such as rail operators and freight companies.



7 | Recommendations

RTC is focused on enhancing interregional collaboration on safety, truck parking, intermodal connectivity, and workforce access to address freight mobility needs comprehensively. By working closely with NDOT, other state agencies, local jurisdictions, RNO, and local businesses, RTC aims to create a cohesive strategy that anticipates and addresses the challenges of population growth and increased congestion. This collaborative approach ensures that transportation improvements are not only effective in meeting current freight demands but are also sustainable and adaptable to future needs.

This section details recommendations to address freight mobility needs, such as improving safety measures and expanding truck parking facilities. These recommendations are designed to not only improve the efficiency and reliability of freight transportation, but also to support broader goals of economic development, environmental sustainability, and quality of life for residents.

7.1 IMPROVE SAFETY

I-80 SPAGHETTI BOWL PROJECT

I-80 through downtown Reno and Sparks contains the highest concentrations of truck-involved crashes in the region. NDOT's planned I-80 improvements as part of the Spaghetti Bowl Project are a high priority for improving safety. The first phase of improvements included the Spaghetti Bowl Express, which added a lane to the eastbound existing from I-80 to I/580/US395 southbound. Other operational improvements on I-580 between I-80 and Villanova Drive were completed as part of this early phase.

Future phases, as identified in the project's [environmental impact statement](#) include the following:

Phase 2 (2028-2032): Construct east leg (1015 property acquisitions) from area around the Spaghetti Bowl to McCarran Boulevard, the east limit.

Phase 3 (2032-2038): Construct north leg (200210 property acquisitions) from area around the Spaghetti Bowl to Parr/Dandini Boulevards, the north limit.

Phase 4 (2038-2041): Construct remaining south leg not completed in Phase 1 (5-10 property acquisitions) down to Meadowood Mall Way, the south limit.

Phase 5 (2041-2043): Construct remaining Spaghetti Bowl ramps and west leg (90-100 property acquisitions) to Keystone Avenue, the west limit.

Because the McCarran Boulevard interchange with I-80 in Sparks is a high crash location, it is recommended that safety improvements at this location be included in Phase 2 of the Spaghetti Bowl project or developed a separate project. It is also recommended that a study of I-80 between McCarran Boulevard and Vista Boulevard be conducted to identify safety and operational improvements.

US 395 IMPROVEMENTS

NDOT is improving U.S. 395 from North McCarran Boulevard and Golden Valley Road. This project includes adding a southbound lane, constructing additional merging lanes, and ramp improvements that enhance safety and traffic flow. Future phases of this project will include improvements to the Golden Valley and Stead Boulevard interchanges. These roadway and interchange improvements are recommended as a high priority for enhancing safety.



EAST MCCARRAN BOULEVARD

East McCarran Boulevard from Nugget Avenue to Prater Way is a highly utilized freight corridor and experiences both safety and operational challenges. Proposed improvements recommended in the 2017 NDOT Safety Management Plan for this segment include the following:

- » Implement access management improvements.
- » Construct dedicated right turn lane on southbound McCarran Boulevard at Glendale Avenue.
- » Improve right turn lanes along southbound McCarran Boulevard at Greg Street.
- » Convert existing I-80 interchange to a diverging diamond configuration.
- » Construct a dedicated right turn lane for the westbound I-80 on-ramp.
- » Construct a continuous flow intersection at Glendale Avenue.
- » Extend the multi-use path on the west side of McCarran Boulevard.
- » Provide sidewalks on the east side of McCarran Boulevard between Greg Street and Glendale Avenue.

It is recommended that these previous recommendations be reviewed based on current traffic data and the planned I-80 improvements.

OTHER CORRIDOR IMPROVEMENTS

Safety improvements are also a priority on Greg Street, which has high levels of freight activity in addition to transit service (RTC Route 18) and pedestrian activity. The programmed improvements along Greg Street are focused on active transportation in support of workforce access and safety. Operational improvements that address peak period congestion between McCarran Boulevard and Vista Boulevard are also recommended.

7.2 IMPROVE MULTIMODAL INTEGRATION AND RAIL ACCESS

Multimodal integration is a critical component of the region's transportation strategy, enhancing connectivity and efficiency across various modes of transport. Maintaining rail spur access for businesses ensures seamless movement of goods and supports industrial operations. Airport connectivity to the regional road system also enhances the flow of passengers and freight, linking air travel with surface transportation networks.

Coordinating with land use planners optimizes space for transportation infrastructure, promoting balanced development. For example, the planned Victory Logistics Center in Fernley exemplifies multimodal integration by offering Class A industrial facilities with excellent access to I-80, US 50, and the future I-11 Interstate Highway. These developments will benefit from connectivity to the rail lines and a planned transload facility, supporting the growing needs for manufacturing, distribution, and logistics in Northern Nevada.

7.3 IMPROVE EFFICIENCY OF FREIGHT MOVEMENT

Corridor Improvements are planned in various areas including:

- » Vista Boulevard
- » Pyramid Highway
- » Greg Street
- » North Virginia Street
- » Red Rock Road
- » Moya Boulevard
- » US 395
 - US 395/Stead Interchange
 - US 395/Red Rock Interchange



Existing rail spur crossing Glendale Avenue

SPARKS INDUSTRIAL FREIGHT MOBILITY

The Sparks Industrial area faces significant challenges related to moving freight across the UPRR and I-80. Over the past decade, businesses have relocated from this area due to the difficulty of moving goods in and out of the area efficiently. As a major regional freight district and employment center, additional corridor/area studies and investments along Glendale Avenue, Greg Street, Rock Boulevard, East McCarran Boulevard, and Sparks Boulevard are recommended. Targeted investments along these corridors will enhance the efficiency and safety of the regional freight movement. Additionally enhanced access will support smoother movement of goods in and out of the Sparks Industrial area and benefit overall regional freight flow. There are also a number of investments that are not directly focused on freight but aim to enhance overall efficiency of the transportation system in the region. These initiatives can significantly improve freight mobility. For instance, developing a traffic management center (TMC) would benefit all road users by providing real-time traffic monitoring and incident management, thereby reducing congestion and improving travel times for freight operators.

Similarly, implementing an AI-driven data collection and analysis strategy would offer comprehensive insights into mobility patterns, allowing for optimized routing and better anticipation of traffic disruptions. These improvements not only facilitate more efficient freight movement but also contribute to broader regional goals such as safety, emission reduction, and supporting economic growth. Further, by enhancing transit connectivity between residential areas and employment centers, RTC can ensure reliable and efficient workforce access to industrial areas. Integrating these management practices and initiatives can create a more resilient and responsive transportation network that benefits both freight and general transportation needs.

SOUTH MEADOWS EXTENSION

The proposed South Meadows Connector has the potential to impact freight mobility in the region by providing a new alignment that connects South Meadows Parkway in Southeast Reno to USA Parkway. NDOT is currently conducting a feasibility and alignment study to explore viable alignment alternatives. NDOT is also considering pavement improvements on older segments of USA Parkway.

LA POSADA EXTENSION

An extension of La Posada Drive to USA Parkway is included in the 2050 RTP. This corridor would connect Sparks to USA Parkway in Storey County to the north of I-80. The proposed corridor would provide an alternate route to employment centers and support increased industrial development.

I-80 WIDENING EAST OF SPARKS

As documented by NDOT through the I-80 East Study, the traffic on I-80 has increased by 61% over the past ten years. Between 2023 and 2050 traffic volumes are expected to increase by nearly 30%, with approximately 20% of this traffic being freight.

NDOT is studying the potential to widen I-80 between Vista Boulevard and USA Parkway, including



additional travel lanes and wider shoulders. The proposed improvements will add 25-50 new truck parking stalls within the corridor.

These improvements are recommended to improve safety, traffic operations, and improve workforce access.

REGIONAL FREIGHT ADVISORY COMMITTEE

To further improve coordination on freight planning and other initiatives, it is recommended that RTC consider the creation of a Regional Freight Advisory Committee. This committee would include a combination of public and private sector agencies and organizations with an interest in freight and goods movement. The committee would be used to foster collaboration and information sharing among stakeholders and to guide implementation of the Regional Freight Plan.

7.5 PROVIDE FOR EQUITY AND SUSTAINABILITY IN FREIGHT AND GOODS MOVEMENT

LAST-MILE CONSIDERATIONS

Expanding the options for last-mile deliveries can also improve roadway conditions in Washoe County by reducing truck travel. Last-mile delivery services often use smaller vehicles, such as vans or cargo bikes, that can make more targeted deliveries within specific areas. This reduces the overall number of heavy-duty trucks on the road, leading to smoother traffic flow. These vehicles also make less noise than large trucks and can emit less pollution, making them more neighborhood friendly.

Exploring options to optimize last-mile delivery routes can improve congestion, safety, and efficiency in Washoe County by incorporating multiple delivery mechanisms (owned or controlled by the retailer) such as cargo bikes, air/ground drones, package lockers, and autonomous vehicles. For Washoe

County, future trends indicate a shift from traditional retail to door-to-door consumer services.

WORKFORCE ACCESS

Workforce access is an important aspect of planning for freight and industrial development. While many industrial corridors were initially designed for trucks, many people walk, bicycle, and use transit to access employment opportunities. To support workforce access, industrial corridors are recommended to accommodate safe bicycle and pedestrian connectivity. This may include wider sidewalks and bicycle facilities. Corridors with fixed-route bus service should be considered for bus stop improvements.

7.6 EXPAND TRUCK PARKING

Summarized below are impactful strategies for reducing undesignated truck parking (trucks parked in vacant lots, freeway ramps, and roadside) in the region.



Winter closure on I-80

BUILD OR EXPAND PUBLICLY OWNED FACILITIES

The NDOT Truck Parking Implementation Plan did not identify any locations in Washoe County for building or expanding truck parking facilities; however, three

sites east of the county were recommended:

- » Closed Mustang Check Station Conversion: Convert and expand to include 50 truck parking spaces eastbound and westbound. Restripe existing westbound paved areas to create 10 spaces, as a no- or low-cost early action item.
- » Wadsworth Rest Area Expansion: Up to 50 spaces could be added.
- » Trinity/Fallon Rest Area Expansion: 50–100 spaces could be added.

In addition, the City of Fernley is interested in partnering with NDOT and/or private developers to add truck parking to a proposed industrial park.

ENCOURAGE ON-SITE TRUCK PARKING AT NEW AND EXISTING SHIPPER/RECEIVER DEVELOPMENTS

Local ordinances routinely set employee and customer parking requirements for developments; however, on-site truck parking and staging areas are rarely required. Proactively integrating truck parking needs into the planning process will help meet the parking demand while also helping to spread the costs of providing truck parking. Some options for permitting agencies to encourage shippers and receivers to provide truck parking are noted below.

- » **Ask:** Some agencies have found it successful to merely ask the developer to include parking. Educating developers on the need may be sufficient.
- » **Require Truck Parking be Provided:** In 2017, the Township of Upper Macungie, Pennsylvania, passed a new zoning requirement that requires one off-street truck parking space for every loading dock at a new warehouse or distribution facility.
- » **Require Incorporation of Truck Parking into Traffic Impact Assessments (TIAs):** Public agencies not willing or ready to require inclusion of truck parking may want to start by requiring that truck parking needs be assessed in TIAs

already being conducted. This will bring the need to the attention of the developer. Additionally, the developer could be allowed to address the need as they deem appropriate. It may not be enough, but it is a start.

The [FHWA Truck Parking Development Handbook](#) provides guidance for encouraging on-site truck parking at new and existing shipper/receiver developments.



Trucks parked on street

TRUCK PARKING AVAILABILITY SYSTEM

TPAS are a type of ITS application to assist truck drivers in locating available parking spaces in real-time so they can make informed decisions about their parking needs. The TPAS strategy includes monitoring real-time parking availability at strategic statewide public truck parking areas and publishing parking availability data for freight industry use. Data is usually shared on roadside signs prior to the parking area allowing drivers to see available truck parking in the region. Data availability on a website or mobile application usually complements the information on the sign and can provide a lot of detail at a fairly low cost.

NDOT is implementing a TPAS pilot program at several NDOT truck parking facilities on I-80 and I-15

including the facility on I-80 between exits four and seven.



Source: I-10 Connects, I-10 Corridor Coalition, 2024

ALLOW EMERGENCY TRUCK PARKING AT LARGE PARKING LOTS WHEN NOT IN USE

Extreme weather conditions, hazardous spills, and other unplanned events can close roads temporarily, creating a large demand for truck parking until the road reopens. Building truck parking lots solely for the purpose of accommodating this large but infrequent demand is not a practical use of limited transportation funding. Many large parking facilities such as sports venues and fairgrounds have large parking areas, are easily accessible from the road, and would provide safe emergency parking for trucks if they are allowed to park there. These types of locations have schedules that are known far in advance, often have significant downtime, and are used to accommodate large numbers of vehicles and people in a condensed period. An example of the application of this policy can be found on I-80 on the western slope of Donner Pass. At one time in the past, Caltrans had an arrangement with the Gold Country Fairgrounds & Event Center in Auburn (Figure 3.3), and with the Boreal Ski Resort after 11:00 p.m., to allow trucks to park in their lots during winter closures of I-80.

This concept could be expanded to year-round use of a portion of a large parking lot that is routinely underutilized. For example, [Realize](#), a provider of secure truck parking for a fee, in 2023 established a parking facility on an underutilized paved lot owned by the Las Vegas Speedway that was at near capacity within 3 months of the grand opening.



Truck parked on neighborhood street

OWNER-OPERATOR PARKING

Owner-operators are private contractors who own their vehicle and are not affiliated with a large company fleet. When at home, these drivers need a place to park their truck for a day or more, which is not allowed by major truck stops. Unlike drivers for large trucking companies, they typically don't have access to designated company parking facilities. They rely on finding parking at public rest stops, truck stops, or independent lots. This increases the overall demand for available truck parking spaces. The Owner-Operator Independent Drivers Association (OOIDA) is a trade association that represents independent owner-operator truck drivers.¹ Additional truck parking in these areas would benefit owner-operator independent drivers and other truck drivers.

¹ Owner-Operator Independent Drivers Association. n.d. About Us. <https://www.ooida.com/who-we-are/about-ooida/>

Figure 27: Gold Country Fairgrounds and Event Center Parking Lot



Source: Google Map

CURBSIDE TRUCK PARKING

While local regulations often discourage on-street truck parking, it could be safely accommodated in the right context, such as locations with sufficiently wide streets, industrial or commercial land uses, lack of bicycle and pedestrian traffic, and distance from sensitive land uses such as schools. Smart urban parking zones could be used to designate multiple purposes over the course of the day for curb areas and other applicable parking locations. With use of a mobile app, drivers could locate parking, reserve a spot for a specific time window, and facilitate payment (if applicable). This strategy targets short-term (less than 4 hours) staging when the driver stays with the truck, and long-term parking for owner-operators who leave their truck unattended when home on breaks.

Recognizing the need to help owner-operators who live in the city, the City of Auburn, Washington, designated four areas inside industrial zones where truck parking is acceptable, and issues parking permits to truck drivers who are residents of the city. The designated curbs are appropriately signed, and trucks are allowed to park there for a maximum of 72 hours without any occupants. This has helped to remove parked trucks from residential areas where drivers typically park when home. See [the City's website](#) for more information.

ZERO-EMISSION FUELING AND PARKING

In March of 2024, the Joint Office of Energy and Transportation released the National Zero-Emission Freight Corridor Strategy that prioritizes investment, planning, and deployment for medium- and heavy-duty vehicle fueling infrastructure. Sections of I-80 in Washoe County are identified for truck parking infrastructure and intermodal facilities. The plan starts by envisioning battery electric vehicles and then shifts to hydrogen infrastructure. Due to the nature of battery electric charging, where vehicles may need to be parked for extended periods of time to refuel, pairing truck parking and driver facilities (like restaurants, showers, and other vending) with charging infrastructure is a natural fit. The plan outlines connecting California and Utah via I-80 with supporting zero-emission fueling infrastructure in the 2027–2030 timeframe and fully building out supporting infrastructure by 2040. Siting new parking facilities in Washoe County should be coordinated with local utility providers to ensure charging needs can be met.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.3.2

To: Regional Transportation Commission

From: Marquis Williams, Senior Technical Planner

SUBJECT: Active Transportation Plan: Walk and Roll Truckee Meadows

RECOMMENDED ACTION

Approve the Active Transportation Plan: Walk and Roll Truckee Meadows.

BACKGROUND AND DISCUSSION

The Active Transportation Plan (ATP) identifies policies, programs and infrastructure options to support active modes as a viable transportation choice, especially for shorter trips. The Plan will serve as the RTC's strategy for improving non-vehicular mobility throughout urban Washoe County, and provide an overview of best practices, recommended policies, key partnerships, and outreach and educational activities to promote walking and rolling in the region. This plan will inform the Regional Transportation Plan and leverage future funding opportunities.

The Plan calls for the development of neighborhood network plans (NNPs) which will allow for more targeted outreach with information relevant to community members. The NNPs will also recommend active transportation improvements that lead to a connected neighborhood instead of focusing on one individual corridor. As such, the ATP will provide the framework for these NNPs and lay the groundwork for an Active Transportation Program. With a dedicated program manager and funding, RTC plans to streamline the implementation process leading to more miles of high-quality, well-connected active transportation facilities on the road faster.

Staff presented the draft Plan to the project agency working group, the RTC CMAC and TAC, and the RTC Board, with comments incorporated into the final plan. While these comments led to clarifications of some of the information presented in the draft Plan, no substantive changes were necessary.

This item supports Strategic Roadmap Goal #2, "Promote Neighborhood Mobility".

FISCAL IMPACT

Funding for the Active Transportation Plan was included in the FY 2023-FY 2024 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

- 08/16/2024 Received presentation on Draft Active Transportation Plan.
- 01/20/2023 Approved Professional Service Agreement with Alta Planning + Design, Inc. for development of the ATP.
- 09/16/2022 Authorized the Request for Proposals for the ATP.
- 02/18/2022 Approved Amendment 1 to the FY 2022-2023 UPWP.
- 04/16/2021 Approved the FY 2022-2023 UPWP.



~~DRAFT~~

RTC Washoe Active Transportation Plan

PREPARED BY:

alta

WALK & ROLL TRUCKEE MEADOWS

September 2024



EXECUTIVE SUMMARY

What is the Walk & Roll Truckee Meadows Plan?

This plan presents the vision and goals for active transportation throughout the Truckee Meadows and a focused planning process to apply regional analysis and roadway typologies within neighborhoods across the region. This plan establishes the Neighborhood Network Planning (NNP) process and applicable resources to support that process including regional findings from public engagement, regional data analysis results, and the RTC Street Typology guide which identifies suitable facilities for people walking, biking, and rolling across ten different regional roadway typologies (or types of roads). Going forward, this plan will serve as a guide for agency staff and community members while planning, designing, and implementing accommodations for people walking, biking, and using other active modes throughout the region.

What is in this Plan?

This plan includes the following chapters:

- **Chapter 1 – Introduction:** This chapter sets the context for the plan and identifies the planning approach taken during the development of this plan.
- **Chapter 2 – Where We Are Today:** This chapter provides an analysis of the existing facilities for people walking and biking as well as a review of the existing transit network, and equity considerations throughout the community.
- **Chapter 3 – Community Engagement:** This chapter summarizes the public and stakeholder engagement efforts which helped develop the plan.
- **Chapter 4 – Analyzing the Network:** This chapter presents in-depth analysis of the context and character of the existing facilities in combination with additional data sources such as outputs from the RTC Travel Demand Model.
- **Chapter 5 – Addressing the Issues:** This chapter details the NNP process and identifies the resources which will support that process going forward including the RTC Street Typology Guide which is included in *Appendix C* in its entirety.
- **Chapter 6 – Implementation, Funding, and Performance Metrics:** This chapter includes considerations for maintaining an enhanced active transportation network, identifies potential funding options for various active transportation needs, and establishes performance metrics to track implementation progress.

How was this Plan created?

This plan was created through engagement with partner agencies, stakeholders and community members. The RTC engaged directly with staff from partner agencies through the Agency Working Group and project Technical Advisory Group. The RTC also conducted an interactive engagement process to listen to the community and identify leading barriers to walking and biking as well as local preferences for using active transportation modes (walking, biking, scooting, and using mobility assistance devices). Engagement also focused on the needs of seniors, youth, and those with disabilities through targeted engagement events and outreach. In combination with the stakeholder and public engagement efforts which guided this plan, the project team conducted an in-depth analysis of the existing conditions of the active transportation network to assess the current comfort of the network for people walking, biking, and rolling throughout the community. The resulting NNP process builds off of established programs from peer communities and creates a process unique to the Truckee Meadows which will help guide active transportation improvements in the region going forward.

How will this Plan be implemented?

The primary method of implementation for this plan will be through the newly formed Active Transportation Program and managed by the RTC Active Transportation Manager and guided by the Active Transportation Technical Working Group (ATWG) which will include representatives from the City of Reno, City of Sparks, and Washoe County focused on planning, design, and construction of active transportation improvements. Progress towards implementation will be tracked annually using the performance metrics identified under each goal at the end of this plan (*Chapter 6*).

ACKNOWLEDGMENTS

The Walk & Roll Truckee Meadows Plan was developed through collaboration between the RTC Washoe and agency partners with the support of the project team. This plan would not have been possible without the extensive amount of time and effort expended all parties. Those listed below helped create and guide the development of this plan and will continue to support the implementation of the plan through their various roles at agencies and organizations throughout the community.

RTC WASHOE PROJECT TEAM

- Marquis Williams, RTC Planning
- Graham Dollarhide, RTC Planning
- Sara Going, RTC Engineering
- Dale Keller, RTC Engineering
- Jeffery Wilbrecht, RTC Engineering

AGENCY WORKING GROUP MEMBERS

RTC Washoe project team members were also included in the Agency Working Group

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- Angela Fuss
- Catie Harrison
- Grace Mackedong
- Kerri Koski
- Tara Smaltz

City of Sparks

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- Andrew Jayankura
- Dani Wray
- Jim Rundle

Washoe County

- Julee Olander
- Mariam Ahmad
- Mitchel Fink

Northern Nevada Public Health

- Stephanie Chen

Nevada Department of Transportation (NDOT)

- Rebecca Kapuler
- Katinka Rauch

RTC Washoe

- James Gee, RTC Public Transportation
- Xuan Wang, RTC Planning

PROJECT TECHNICAL ADVISORY COMMITTEE MEMBERS

Members of the RTC Washoe project team and Agency Working Group were also part of the Project Technical Advisory Group

Reno Sparks Indian Colony

- Candace Stowell

Washoe County School District

- Jennifer Iveson
- Robbie Pape

Truckee Meadows Regional Planning Agency

- Jeremy Smith

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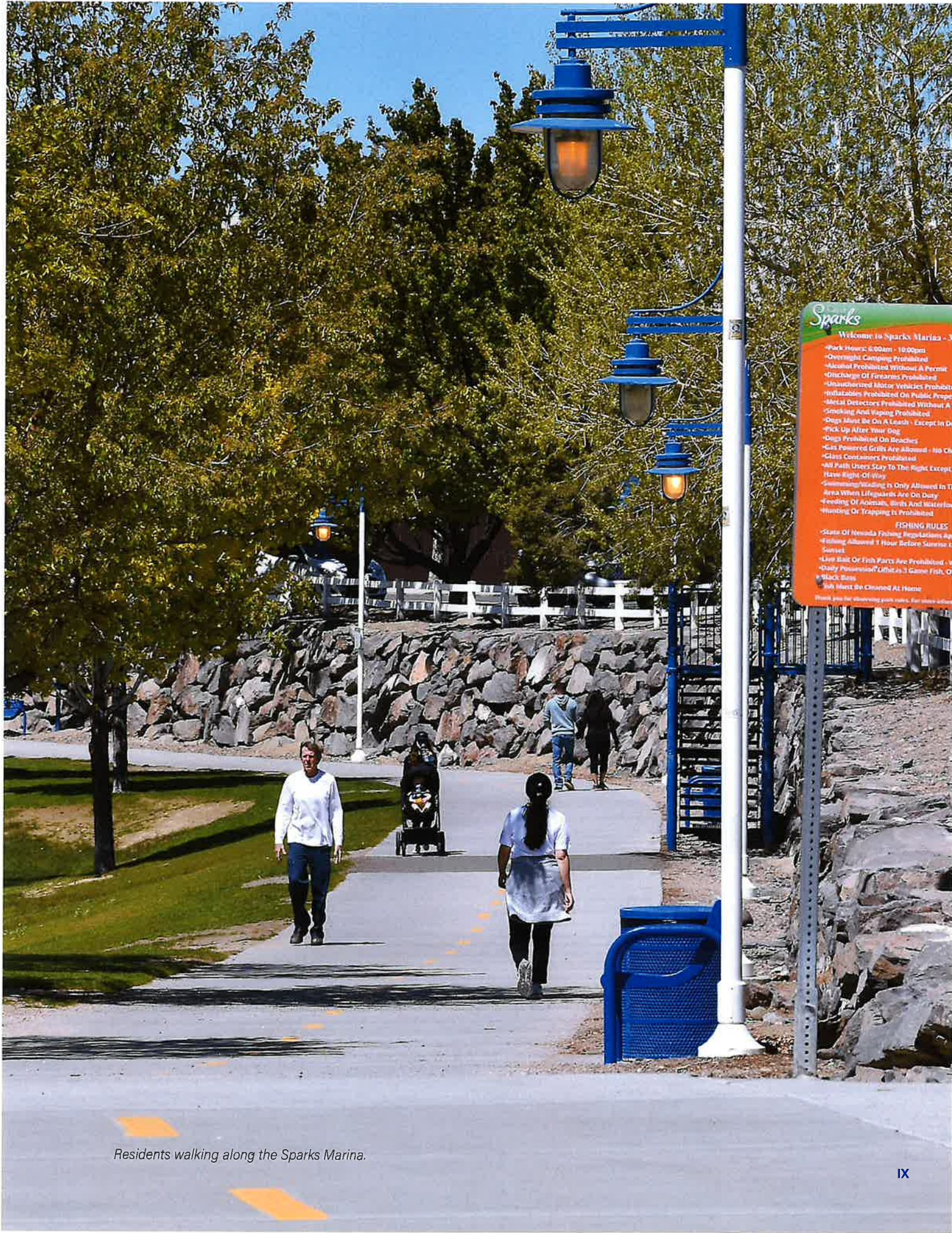
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Sparks
Welcome to Sparks Marina - N

- Park Hours: 6:00am - 10:00pm
- Overnight Camping Prohibited
- Alcohol Prohibited Without A Permit
- Discharge Of Firearms Prohibited
- Unauthorized Motor Vehicles Prohibited
- Inflatables Prohibited On Public Property
- Metal Detectors Prohibited Without A Permit
- Smoking And Vaping Prohibited
- Dogs Must Be On A Leash - Except In Designated Areas
- Pick Up After Your Dog
- Dogs Prohibited On Beaches
- Chain Powered Grills Are Allowed - No Charcoal Grills
- Glass Containers Prohibited
- All Path Users Stay To The Right Except When Right-Of-Way
- Swimming/Boating Is Only Allowed In The Designated Area When Lifeguards Are On Duty
- Feeding Of Animals, Birds And Waterfowl Prohibited
- Hunting Or Trapping Is Prohibited

FISHING RULES

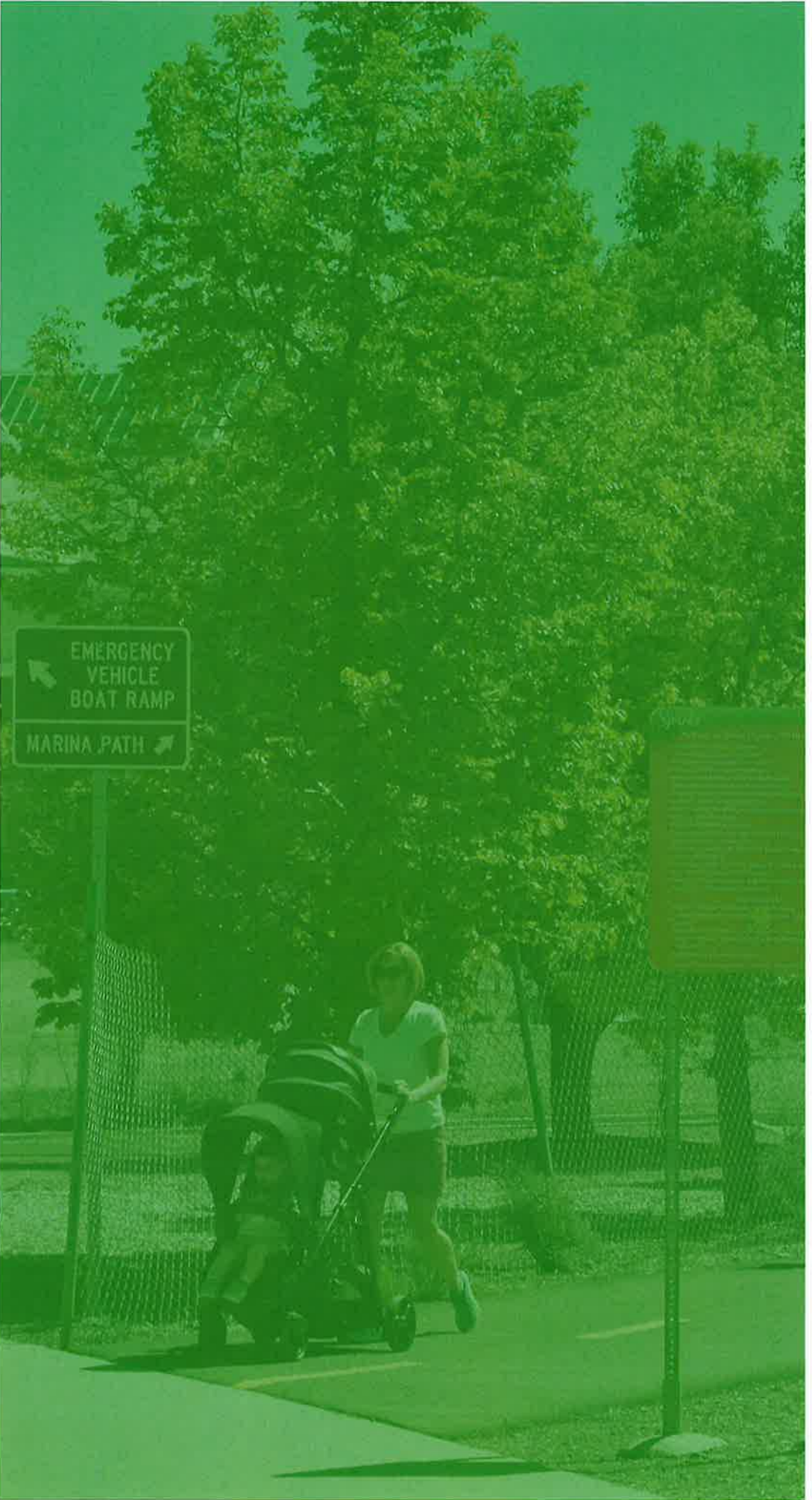
- State Of Nevada Fishing Regulations Apply
- Fishing Allowed 1 Hour Before Sunrise To Sunset
- Live Bait Or Fish Parts Are Prohibited - With Exceptions
- Daily Possession/Limit Is 3 Game Fish, Of Any Species
- Black Bass
- Fish Must Be Cleaned At Home

Thank you for observing park rules. For more information, visit [www.sparksnevada.com](#)

Residents walking along the Sparks Marina.



Introduction



INTRODUCTION

Community Context

With a population nearing half a million¹, Washoe County hums with urban life in its incorporated cities: Reno and Sparks, while also being home to vibrant suburban neighborhoods and rural landscapes. Nestled along the Truckee River and Lake Tahoe's border, the county's diverse development landscape presents both opportunities and challenges for creating a flexible active transportation system that caters to a variety of needs and environments.

A New Path Forward

This Active Transportation Plan (Walk & Roll Truckee Meadows Plan) establishes a clear vision and goals for the future of active transportation in the Truckee Meadows and introduces a new

approach to active transportation planning and implementation in the region called Neighborhood Network Planning (NNP). This approach, detailed in [Chapter 5](#), will engage residents and stakeholders at the local level to tailor active transportation solutions that address the unique needs of each neighborhood. This process will allow for continued engagement between RTC staff and local residents and provide an opportunity for in-depth analysis of local issues as well as the application of regional datasets and the Regional Street Typology Guide to the local context. This innovative and interactive planning process will inform the creation of a comprehensive and connected active transportation network across the Truckee Meadows for all users.



Pedestrians crossing Keystone Avenue.

¹ 489,180 Population – Truckee Meadows Regional Planning Agency (TMRPA) (2022), Washoe County Consensus Forecast. Retrieved from TMRPA Washoe County Consensus Forecast Dashboard <https://tmrpa.app.box.com/v/WCCF-2022-Final-TMRPA>

Integrating with Regional Development: Contexts & Connection

The Walk & Roll Truckee Meadows Plan supports the regional efforts of partner agencies including the Truckee Meadows Regional Planning Agency (TMRPA). Through the [2019 Regional Plan](#), the TMRPA established regional land use tiers (Shown in [Figure 1.1](#)) to categorize areas based on their overall development patterns and context. In order to align with this regional plan, the RTC utilized the TMRPA Land Use Tiers in this plan to identify three Land Use Contexts (Urban, Suburban, and Rural) with similar characteristics. These areas will help guide implementation of active transportation facilities in a context sensitive manner and are described below.

RTC Walk & Roll Truckee Meadows Plan Land Use Contexts²:

- **Urban** – Defined as the Mixed-Use Core and Tier 1 Land as identified by TMRPA. These areas within the Truckee Meadows Service Area (TMSA) represent the most intense development and prioritize investment in walkable streetscapes, high to mid-rise buildings, and multi-modal connectivity.
- **Suburban** – Defined as Tier 2 Land as identified by TMRPA. These areas are characterized by a mix of residential and commercial development, with lower-density housing compared to urban areas.
- **Rural** – Defined as Tier 3 Land as identified by TMRPA. These areas are characterized by low-density development with a focus on agriculture, open space, and natural resource preservation.

Using this approach, the RTC developed 10 roadway typologies for regional roadways including



Bicyclists crossing 4th Street at Sutro Street.

suitable accommodations for people walking and biking on regional roads with similar characteristics within the Regional Street Typology Guide. This guide, included in [Chapter 5](#), establishes a starting point for accommodating active transportation on regional roads during planning and design.

Relation to Other Plans

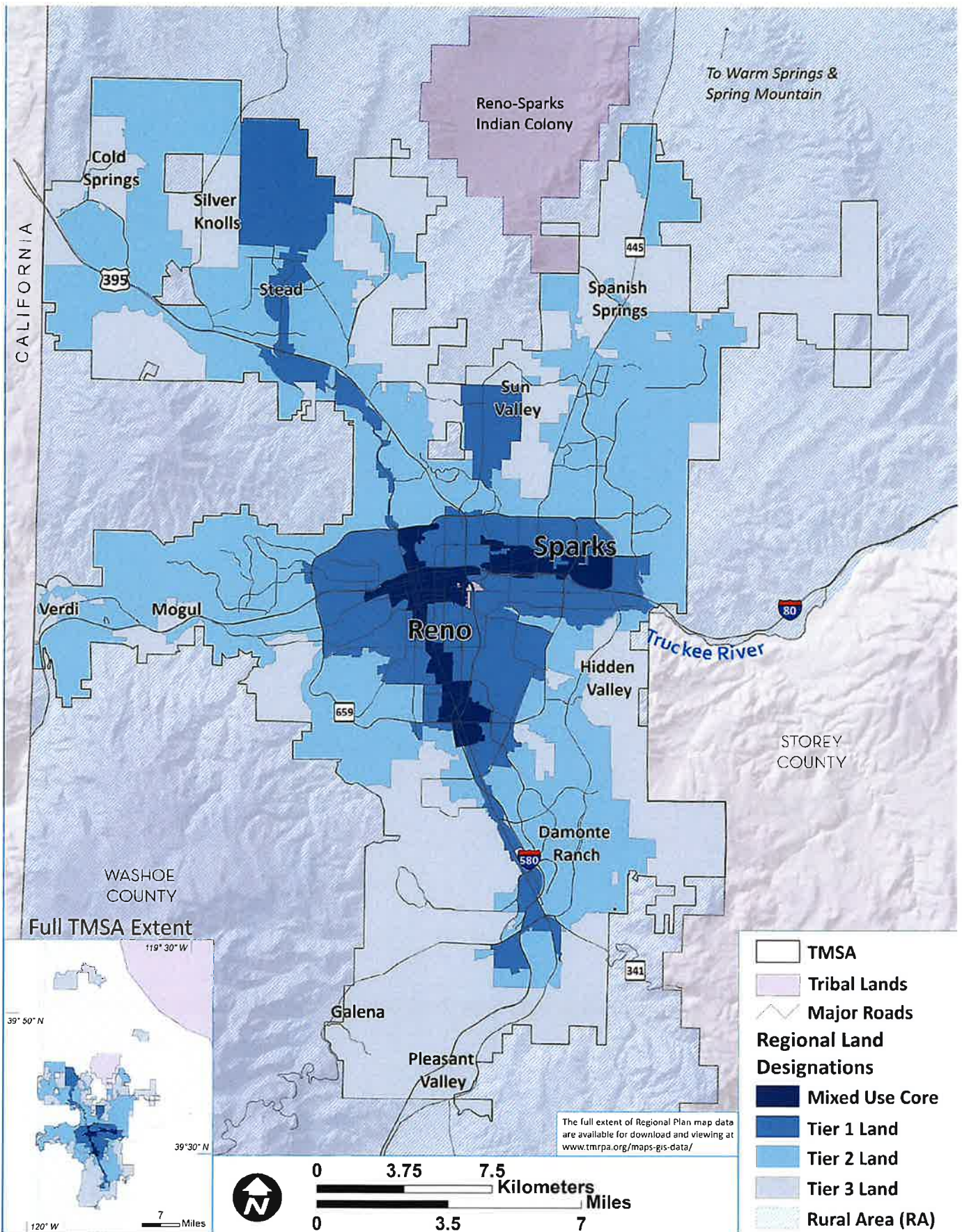
This plan builds on existing AT plans from the RTC and supersedes previous Bicycle & Pedestrian Master Plans. As such, the project team reviewed the following existing documents to help inform the development of this plan.

- Vision Zero Action Plan (2022)
- Transit Optimization Plan (2022)
- Regional Transportation Plan (2021)
- ADA Transition Plan (2020)
- Bicycle & Pedestrian Master Plan (2017)
- Complete Streets Master Plan (2016)
- City of Sparks Comprehensive Plan (2016)
- City of Reno Master Plan (ReImagine Reno) - 2017
- Washoe County Master Plan³ - 2020

² Areas identified by TMRPA with the Rural Area (RA) designation have the lowest development priority and limited public services. Accommodation of bicycle and pedestrian needs in these areas are intended to be addressed on a case-by-case basis through the application of rural design considerations from the FHWA Small Town and Rural Multi-modal Networks Guide and FHWA Bikeway Selection Guide.

³ Reviewed by project team. Future planning efforts will reference *Envision Washoe 2040* (November 2023).

Figure 1.1 TMRPA Regional Plan (Map 2) - Adopted Dec. 14, 2023



What is Active Transportation?

Active transportation is a way of getting around that relies on human physical power. This includes walking, cycling, rolling (skateboarding, scooters), and using a wheelchair. It's a healthy, sustainable, and enjoyable way to travel, especially for shorter trips.

Active Transportation Is:



Human-powered transportation...



...that can engage people in healthy physical activity...



...and connects to key destinations and mass transit options.

Importance of Active Transportation in Washoe County

Promoting active transportation in Washoe County offers a multitude of benefits which align with and support the goals of the City of Reno, City of Sparks, and Washoe County:

- **Health and Wellness:** Encourages physical activity, contributing to a healthier and more vibrant community.
- **Environmental Sustainability:** Reduces reliance on cars, leading to cleaner air and a lower carbon footprint.
- **Economic Development:** Creates a more walkable and bikeable environment, attracting businesses and residents while supporting local shops and restaurants.

- **Safety:** Creates a safer environment for everyone using the roads with an emphasis on the most vulnerable road users.
- **Improved Quality of Life:** Provides a more enjoyable way to travel, promoting social interaction and a sense of community.

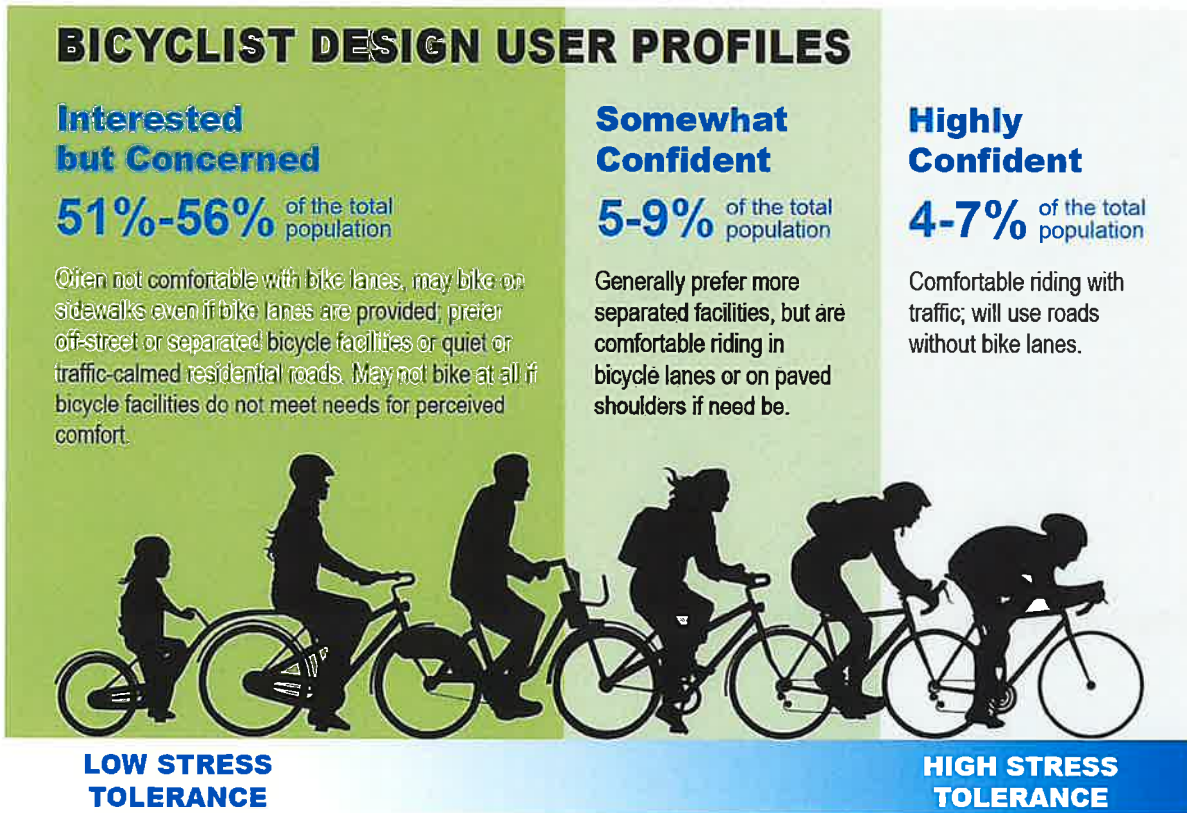
By investing in active transportation, the RTC and partner agencies can take direct steps to creating a healthier, more sustainable, and vibrant place to live, work, and play.

Different Types of Users: Keeping Everyone in Mind

Understanding the diverse needs of people who walk and bike is crucial for creating a safe and inclusive transportation network. This includes recognizing a spectrum of user types, with varying comfort levels, skills, ages, and trip purposes. In order to achieve growth in the number of people walking and biking it is important to design facilities which meet the needs of a broad spectrum of the population beyond those who are already using the existing network. To that end, this plan focuses on designing for users of all ages and abilities including children, seniors, people of color, low-income transit-riders, people with disabilities, people riding bike share / scooter share, as well as confident bicyclists and pedestrians who are already traveling along the existing network.

Planning and designing facilities for the most vulnerable roadway users will provide a system that accommodates people across all ages and abilities and allow for those who may be interested in walking or biking more, but have been concerned about their safety to use their mode of choice. In terms of bicycling, this represents the majority of the adult population with up to 56% of adults being categorized as “Interested but Concerned” bicyclists by the FHWA as shown in [Figure 1.2](#) on the following page.

Figure 1.2 FHWA Bicyclist Design User Profiles



Plan Vision & Goals: Shaping the Future of Active Transportation in Washoe County

The RTC collaborated with partner agencies and community stakeholders to develop a broad reaching vision for the future of active transportation within the Truckee Meadows. Through this process, the RTC established the following regional vision for active transportation:

Vision:

"We envision a connected network of comfortable, convenient, and consistent facilities for people of all ages and abilities walking, bicycling, and rolling on a mobility device which prioritizes accessibility to schools, jobs, shopping, neighborhoods, community facilities, parks, and regional trails within the Truckee Meadows."

This guiding vision helped lead the development of the overall Plan. This vision paints a picture of a future where active transportation is a seamless and accessible option for everyone in Truckee



Pedestrian escorting a family of ducks in a crosswalk across California Avenue.



Bicyclist using arm powered adaptive bicycle.

Meadows.

Goals:

Building on the established vision for active transportation and supporting broader RTC goals, the following project goals identify the four key areas of focus for active transportation for the RTC. These goals were developed and ranked through input from the public and the project Technical Advisory Committee (TAC) which was comprised of partner agency staff and technical experts. The RTC will use these goals as the guide for the development of Neighborhood Network Plans and utilize performance metrics under each goal to track progress towards each:

- **Improve Safety:** Create a safe environment for all users by reducing the risk of death or serious injury on the transportation network.
- **Expand Mode Share:** Increase the percentage of trips made by walking, cycling, and rolling, by making these modes a viable and attractive alternative to driving.
- **Maintain the System Sustainably:** Identify long-term maintenance and repair strategies to ensure the network remains functional and appealing for years to come.
- **Enhance the Community:** Foster a healthier, more sustainable, and more vibrant community by promoting active transportation as a way to connect with neighbors and enjoy the outdoors and integrate physical activity into daily life..

Plan Organization

The following chapters of this plan detail the planning process, analysis, and roadmap for enhancing active transportation infrastructure and improving the pedestrian experience. Here's an overview of each chapter:

Chapter 2: Where We Are Today?

This chapter provides an overview of the current state of active transportation infrastructure and programs. It includes an analysis of the roadway network, existing typologies, walking and biking networks, transit services, as well as program and policy networks. Additionally, it encompasses an equity and health analysis and summarizes safety issues.

Chapter 3: Community Engagement

Summarizing the community engagement process, this covers the outreach strategy, engagement phases, public and stakeholder activities, and key findings from engagement efforts for the Walk & Roll Truckee Meadows Plan.

Chapter 4: Analyzing the Network

Presenting the outcomes of network analysis, this chapter includes assessments of bicycle stress levels, pedestrian experience, areas with high potential for active trips, and regional active transportation network gaps.

Chapter 5: Addressing the Issues

Focused on addressing identified needs, this chapter discusses the Neighborhood Planning Framework, presents the Regional Street Typologies Guide, and recommends policies and programs for enhancing active transportation.

Chapter 6: Implementation, Funding, and Performance Measures

Covering implementation strategies, funding considerations, maintenance, scenario planning, available funding programs, and performance measures for monitoring progress.



A shared-use path running parallel to McCarran Boulevard.

2

Where We Are Today



WHERE WE ARE TODAY

The Regional Roadway Network

The initial phase of the Walk & Roll Truckee Meadows Plan development involved an existing conditions analysis of the regional roadway network within Washoe County. This analysis focused on the regional road system as defined by the RTC. The classification of these roads utilized the criteria outlined in [Appendix D](#) of the RTC Regional Transportation Plan (RTP). This system categorizes roads into four primary classifications:

- **Arterials:** These high-capacity roads provide the most direct connections between freeways and other major roads, facilitating long-distance travel within the region.
- **Collectors:** These mid-capacity roads typically carry an average daily traffic (ADT) of 5,000 vehicles and play a crucial role in the transportation network. They may cross significant barriers like the Truckee River or freeways or connect to major regional facilities.
- **Industrial Roads:** These roads are specifically designed to support the movement of freight within the region. Industrial roadways are considered by their functional classification within this plan.
- **Transit Routes:** These roads prioritize public transportation by incorporating established bus routes or other forms of mass transit. Transit Route roadways are considered by their functional classification within this plan.

Understanding these road classifications is essential for developing a comprehensive Walk & Roll Truckee Meadows Plan that considers the different needs of various road types and ensures a safe and efficient transportation system for all users. In this analysis of the roadway, the focus was on collector and arterial level roadways based on their functional classification. The total lane miles of each classification within each of land use context is highlighted below in [Table 2.1](#).

Table 2.1 Regional Roadway Mileage Breakdown

Roadway Type	Rural	Suburban	Urban	Grand Total
Arterial	91	113	166	370
Collector	10	25	25	61
Grand Total	101	139	191	431

Prioritizing Active Transportation in Washoe County: A Systematic Approach

Many streets in the Truckee Meadows serve diverse purposes, from high-volume freight corridors to minor collectors which connect to neighborhood streets. In order to provide a context sensitive approach across the wide variety of streets, this project used a typological approach by dividing the regional roadway network into 10 distinct Street Typologies.

What is a Typology?

Street typologies categorize streets based on similar characteristics like their functional classification, traffic volume, speed limits, street widths, and surrounding land uses. The Walk & Roll Truckee Meadows Plan identifies 10 different types of streets or “typologies” based on this information which address all the different contexts that may be found throughout the Truckee Meadows on regional roads. Typologies are summarized below based on their key characteristics and further analyzed in [Chapter 4](#). Suitable facilities for people walking and biking are presented for each typology within [Chapter 5](#) in the Regional Street Typology Guide. The facilities are intended to create a safer and more comfortable network for people walking and biking of all ages and abilities.



Bicyclist traveling along Booth Street in the rain.

TYPOLOGY DESCRIPTIONS:

Arterials:

Urban Arterial Major - Largest urban roads for moving people efficiently surrounded by high/medium density uses (office, commercial, residential, industrial).

- Examples: N. Virginia St - 9th St to Liberty St

Urban Arterial Minor - Large urban roads for movement of people with high/medium densities of commercial, residential, and office uses.

- Examples: W. 2nd St - Keystone Ave to S Wells Ave

Suburban Arterial Major - Largest suburban roads with medium density commercial, residential, and auto-oriented land uses.

- Examples: South Meadows Pkwy - I-580 to Veteran Pkwy

Suburban Arterial Minor - Large suburban roads connecting primarily suburban residential areas with higher speed roadways.

- Examples: Sharlands Ave - Robb Dr to Mae Anne Ave

Rural Arterial - High speed roads connecting rural neighborhoods to outlying areas and suburban neighborhoods. Typically surrounded by low-density residential or industrial land uses.

- Examples: Geiger Grade - Toll Rd to Virginia City

Collectors:

Urban Collector Commercial - Connecting urban residential and high/medium density commercial areas with higher speed roads.

- Examples: Lake St - Mill St to 6th St

Urban Collector Residential - Small regional roads primarily with residential uses connecting to higher speed roads.

- Examples: Wedekind Rd - Sutro St to McCarran Blvd

Suburban Collector Major - Provides connection between suburban residential or low density commercial / office land uses with higher speed arterial roadways.

- Examples: Mira Loma Dr - Boynton Ln to Veterans Pkwy

Suburban Collector Minor - These small regional roads provide connections between suburban residential neighborhoods and higher speed roadways.

- Examples: Silver Lake Rd - Red Rock Rd to Stead Blvd

Rural Collector - Connecting rural neighborhoods with higher speed roadways like rural arterials. Typically surrounded by low-density residential land uses.

- Examples: W. Calle De La Plata - Pyramid Hwy to Eagle Canyon Dr

Map 2.1 on the following page shows the typology for each regional roadway as defined above. **Tables 2.2** and **2.3** present information about the five arterial typologies and five collector typologies in terms of their characteristics and existing infrastructure. It includes details such as the average right-of-way (ROW) width, typical number of lanes, average annual daily traffic (AADT) ranges, posted speed limits.

As shown in these tables, Major Urban Arterials typically have wider right-of-ways compared to rural or suburban roads, with a typical range of 129 to 88 feet. Arterials typically have posted speed limits between 35 – 45 miles per hours (mph); minor arterials in the urban environment generally have lower speed limits of 30 mph.

Table 2.2 Regional Roadway Typology Characteristics (Arterials)

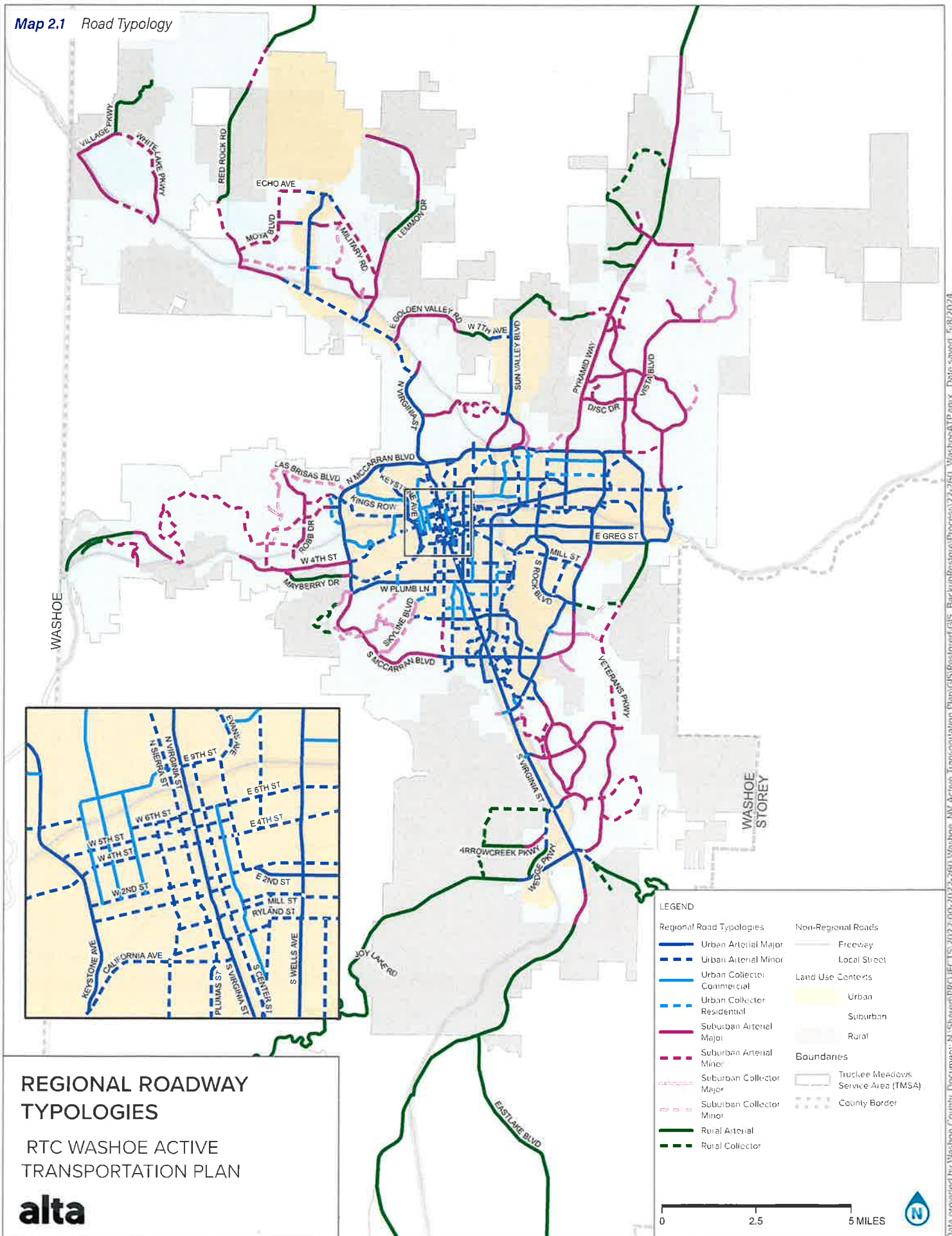
Regional Typology (Arterials)	Average Right of Way	Average of Posted Speed	Typical AADT Range (2019) ¹	Average Number of Road Lanes
Urban Arterial Major	129	35 - 45	18,000 - 31,500	4 - 6
Urban Arterial Minor	88	30	6,600 - 14,000	3 - 4
Suburban Arterial Major	135	40	15,500 - 50,000	4 - 5
Suburban Arterial Minor	71	35	6,750 - 13,350	3 - 4
Rural Arterial	115	40	7,000 - 18,750	2 - 4

Table 2.3 Regional Roadway Typology Characteristics (Collectors)

Regional Typology (Collectors)	Average Right of Way	Average of Posted Speed	Typical AADT Range (2019)	Average Number of Road Lanes
Urban Collector Commercial	88	25 - 30	4,000 - 7,500	2 - 3
Urban Collector Residential	65	25 - 30	4,000 - 7,000	2
Suburban Collector Major	100	30	6,500 - 20,500	2 - 3
Suburban Collector Minor	63	30	3,400 - 5,250	2
Rural Collector	78	30 - 35	3,875 - 5,900	2

¹Data obtained from NDOT TRINA database.

Map 2.1 Road Typology



Walking & Rolling Network

Sidewalks and Crossings

The pedestrian network on regional roads is largely made up of sidewalks. The presence of a sidewalk can provide a safety benefit for pedestrians and access for those using a mobility scooter or similar device. The RTC acquired updated sidewalk location data using satellite imagery to identify the location and widths of sidewalks along regional roads and marked crossing locations. **Tables 2.4 and 2.5** highlight the results of this analysis. In the urban context, sidewalk coverage on both sides of the road may be intermittent as development occurs and fills in existing gaps in the sidewalk

network. Suburban arterials, both major and minor, typically have a sidewalk on one side of the street where rural arterials typically lack a fully connected sidewalk on either side of the street. Urban roads tend to have more frequent marked crossing opportunities as block lengths are typically shorter in denser areas like downtown Reno or Midtown. Suburban roadways typically have marked crosswalks every third to half of a mile. With a lower overall demand for pedestrian crossings in the rural context, marked crosswalks are less frequent than compared to the suburban and urban contexts.

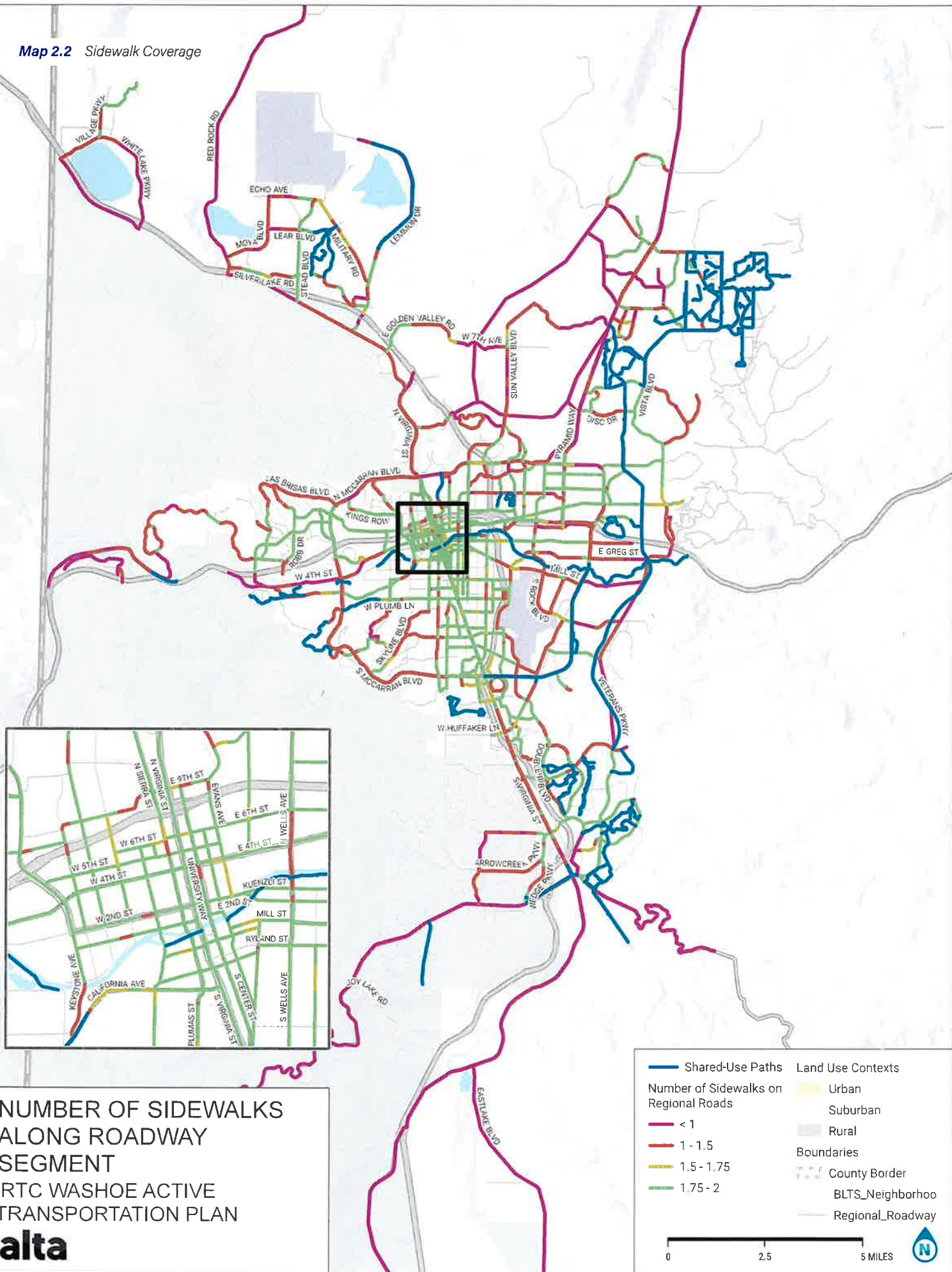
Table 2.4 Sidewalk Presence and Marked Crosswalks by Typology (Arterials)

Regional Typology (Arterials)	Average Number of Sidewalks along Roadway Segment	Average Distances Between Marked Crosswalks (Ft)	Average Distances Between Marked Crosswalks (Miles)
Urban Arterial Major	1.3	1,381	0.26
Urban Arterial Minor	1.6	935	0.18
Suburban Arterial Major	1.0	2,591	0.49
Suburban Arterial Minor	1.0	1,676	0.32
Rural Arterial	0.3	9,746	1.85

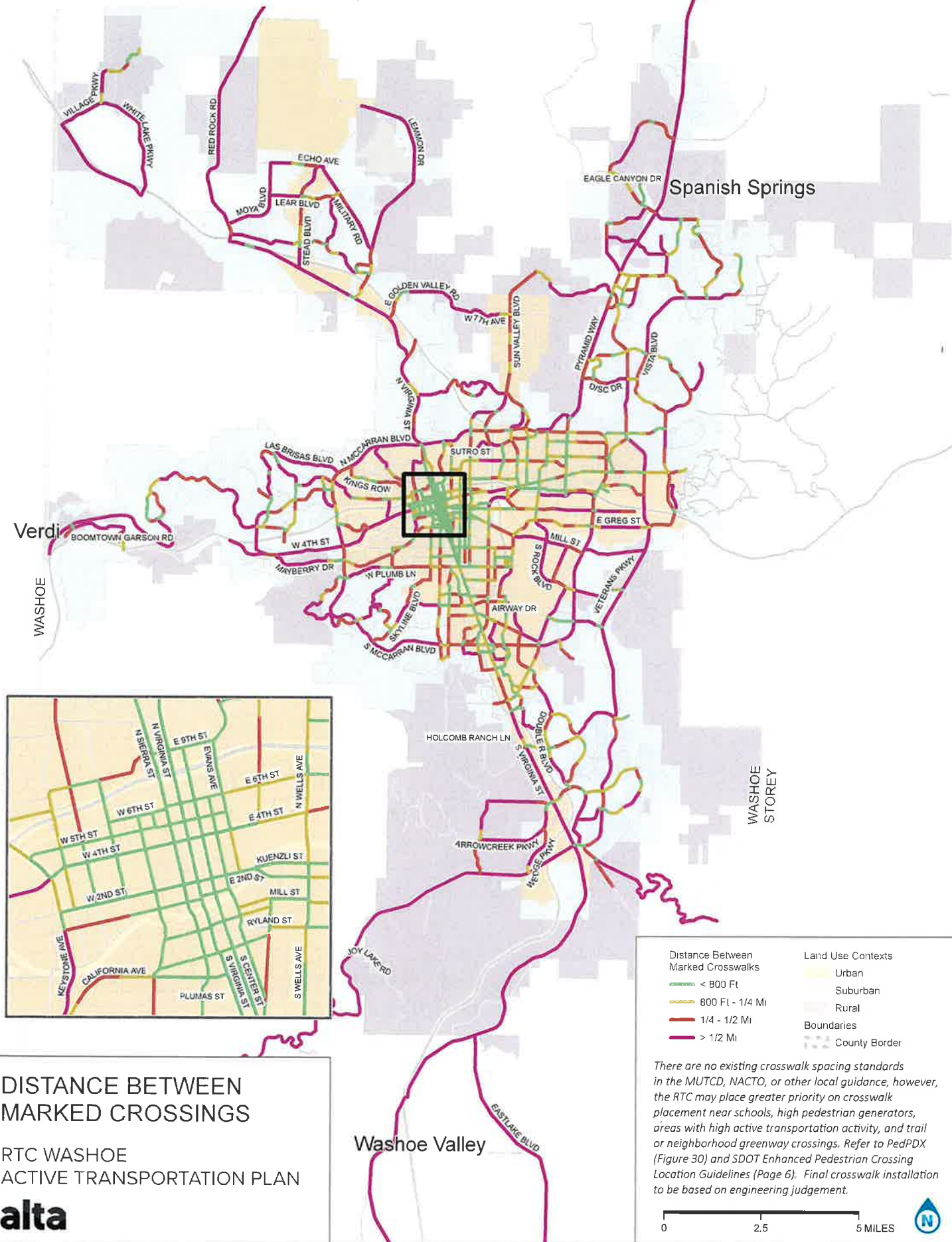
Table 2.5 Sidewalk Presence and Marked Crosswalks by Typology (Collectors)

Regional Typology (Arterials)	Average Number of Sidewalks along Roadway Segment	Average Distances Between Marked Crosswalks (Ft)	Average Distances Between Marked Crosswalks (Miles)
Urban Collector Commercial	1.8	770	0.15
Urban Collector Residential	1.4	984	0.19
Suburban Collector Major	1.3	1,598	0.30
Suburban Collector Minor	1.1	1,750	0.33
Rural Collector	0.8	4,104	0.78

Map 2.2 Sidewalk Coverage



Map 2.3 Distance between Marked Pedestrian Crossings



DISTANCE BETWEEN MARKED CROSSINGS

RTC WASHOE
ACTIVE TRANSPORTATION PLAN



- | | |
|---|---|
| Distance Between Marked Crosswalks | Land Use Contexts |
| — < 800 Ft | Urban |
| — 800 Ft - 1/4 Mi | Suburban |
| — 1/4 - 1/2 Mi | Rural |
| — > 1/2 Mi | Boundaries |
| | County Border |

There are no existing crosswalk spacing standards in the MUTCD, NACTO, or other local guidance, however, the RTC may place greater priority on crosswalk placement near schools, high pedestrian generators, areas with high active transportation activity, and trail or neighborhood greenway crossings. Refer to PedPDX (Figure 30) and SDOT Enhanced Pedestrian Crossing Location Guidelines (Page 6). Final crosswalk installation to be based on engineering judgement.



Bicycle Network

Bicycle Facilities

This review examines the current state of bicycle facilities across urban, suburban, and rural areas. It highlights key findings and connects them to the network analysis section (refer to [Chapter 4 Network Analysis](#) section for details on high-stress areas divided by high-speed roadways). Urban and Suburban arterials tend to have a bicycle facility, which is typically a standard bicycle lane. In the rural area, arterials typically lack a bicycle facility compared to collectors which typically have a bicycle facility.

TYPES OF BICYCLE FACILITIES (DEFINITIONS):

- **Separated Bikeway:** A dedicated path for bicyclists, physically separated from traffic by a barrier. May also be referred to as cycle track or protected bike lane.
- **Shared-Use Path:** A pathway for pedestrians, bicyclists, and others, separate from motorized traffic including making connections outside of the right of way (example: the Truckee River Path).
- **Bike Lane:** A dedicated space for cyclists on the roadway, marked by pavement markings, which may be accompanied by additional signage. Bike lanes follow the same direction as motor vehicle traffic.

- **Shared Lane Markings:** Markings indicating shared-use of a lane by bicycles and motor vehicles including “sharrows”, signed bicycle routes, and bike / bus lanes. They improve cyclist visibility to varying degrees but do not provide dedicated space for bicyclists.

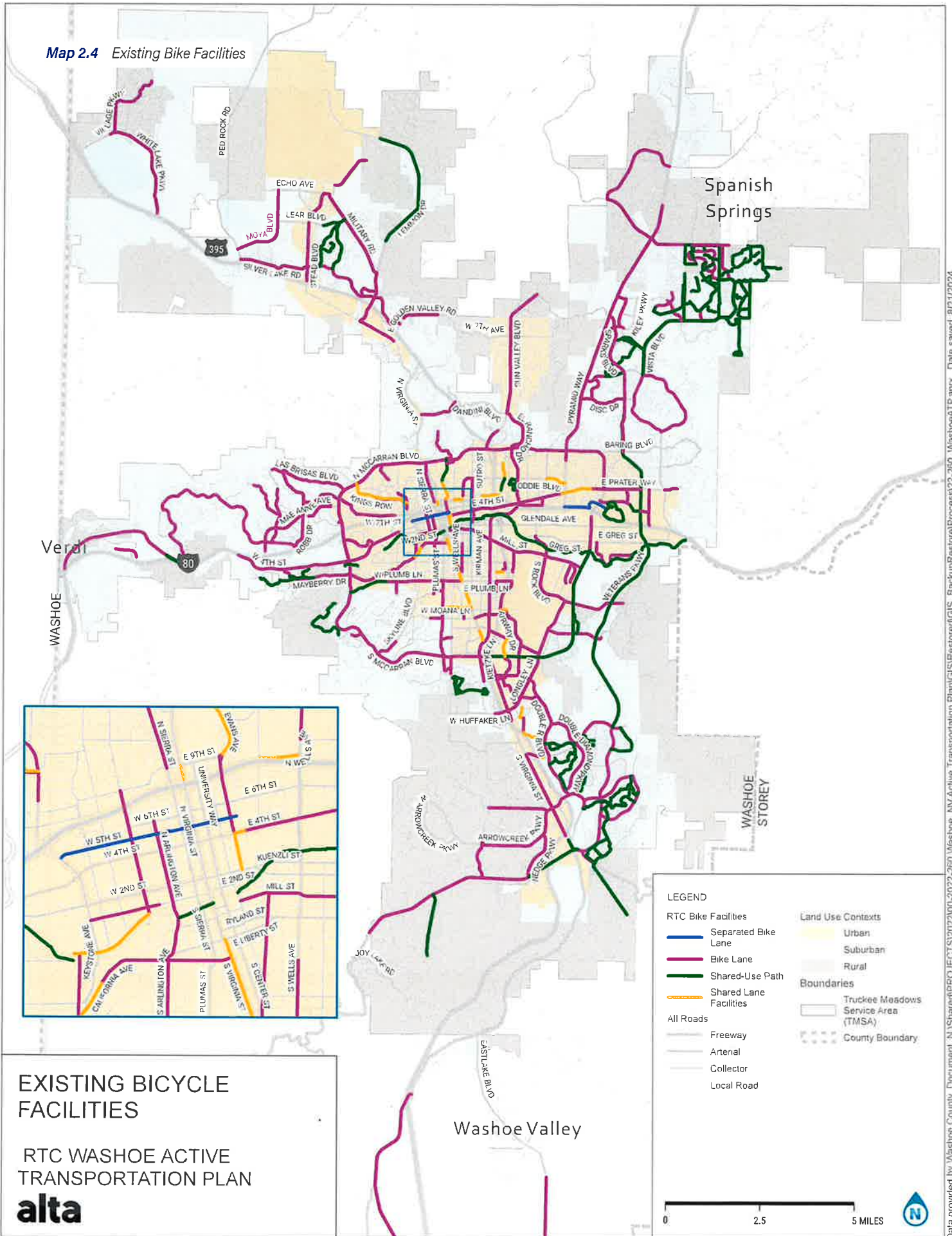
[Table 2.6](#) highlights the bicycle facilities on regional roads within each of land use context. As shown below, the significant majority (84%) of bicycle facilities on regional roadways are bike lanes with approximately 10% of the total facilities being either shared-use paths or separated bikeways.

The urban context has the largest percentage of the existing bicycle network with a total of 144 miles which includes 18 miles of shared-use paths and approximately 2 miles of separated bikeway. In the suburban area, there are a total of 110 miles of bicycle facilities which includes a total of seven miles of shared-use paths. The rural area includes a total of 63 miles of bicycle facilities with 59 miles of bike lanes and 4 miles of shared-use paths. Existing bicycle facilities are shown in [Map 2.4](#).

Table 2.6 Sidewalk Presence and Marked Crosswalks by Typology (Collectors)

Regional Typology (Arterials)	Bike Lane		Shared-Use Path		Separated Bikeway		Shared Lane Markings		Total By Land Use Context	
	Miles	% of total	Miles	% of total	Miles	% of total	Miles	% of total	Miles	% of total
Urban	106	33%	18	6%	2	1%	18	6%	144	45%
Suburban	101	32%	7	2%	0	0%	2	0%	110	35%
Rural	59	19%	4	1%	0	0%	0	0%	63	20%
Total by Facility Type	266	84%	29	9%	2	1%	20	6%	316	100%

Map 2.4 Existing Bike Facilities



EXISTING BICYCLE FACILITIES

RTC WASHOE ACTIVE TRANSPORTATION PLAN

alta

LEGEND

RTC Bike Facilities	Land Use Contexts
— Separated Bike Lane	Urban
— Bike Lane	Suburban
— Shared-Use Path	Rural
— Shared Lane Facilities	Boundaries
All Roads	Truckee Meadows Service Area (TMSA)
— Freeway	County Boundary
— Arterial	
— Collector	
— Local Road	



Data provided by Washoe County, Document: N:\Shared\PROJECTS\2022\200-2022-260 Washoe, NV Active Transportation Plan\GIS\Restored\GIS_Backup\Restore\Process\22-260_Washoe\ATP.aprx. Date saved: 8/2/2024.

Facility Coverage by Roadway Typology

Comparing the existing bicycle facility locations with the roadway typologies, highlights the total percentage of each roadway typology which includes a bicycle facility. **Table 2.7 and 2.8** highlight the typologies with the greatest percentage of bicycle facility coverage are the Urban Arterial Major and Rural Collectors. Outside of major urban arterials, no other typology within the urban context has a majority of lane miles which include a bicycle facility. In the suburban

context, major suburban arterials have the greatest coverage of bicycle facilities with two-thirds of lane miles including a bicycle facility; a small majority of suburban collector minor roadways also include a bicycle facility. While these typologies provide a bicycle facility, the facility provided is often a standard bicycle lane which does not provide the level of separation from vehicle traffic desired by the 'interested but concerned' portion of bicyclists.

Table 2.7 Regional Typology Bicycle Facility Coverage (Arterials)

Regional Typology (Arterials)	Average Bicycle Facility Coverage (0 - 100%)
Urban Arterial Major	67%
Urban Arterial Minor	39%
Suburban Arterial Major	66%
Suburban Arterial Minor	41%
Rural Arterial	41%

Table 2.8 Regional Typology Bicycle Facility Coverage (Collectors)

Regional Typology (Arterials)	Average Bicycle Facility Coverage (0 - 100%)
Urban Collector Commercial	36%
Urban Collector Residential	41%
Suburban Collector Major	48%
Suburban Collector Minor	55%
Rural Collector	73%



Bicyclist traveling in bike lane on S. McCarran Blvd.

Transit Network

This section provides an overview of the existing transit services offered by the Regional Transportation Commission (RTC) of Washoe County, with a focus on identifying opportunities to support transit service within increased bicycle and pedestrian accommodations. Currently, the RTC provides a range of transit services including fixed-route transit (RTC RIDE & RTC RAPID), FlexRide, Vanpool, and ADA services known as RTC ACCESS, shown in [Map 2.5](#).

SYSTEM STRUCTURE

RTC Fixed Routes (RIDE, RAPID, and Regional Connector):

The RTC Washoe operates a comprehensive fixed-route system consisting of:

- **RTC RIDE (22 Local Bus Routes):** These routes make up the RTC RIDE network and provide frequent service within urban and suburban areas.
- **RTC RAPID (2 Bus Rapid Transit (BRT) Routes):** The RTC RAPID routes include the Virginia Line and Lincoln Line which offer faster and more limited-stop service on high-demand corridors.
- **RTC Regional Connector (1 Regional Route):** The RTC Regional Connector links Washoe County with the state capitol, Carson City, to the south.

The system is anchored by major transit centers, including 4th Street Station, Centennial Plaza, and Meadowood Mall. These hubs facilitate transfers between routes and offer connections to other transportation options. Local bus routes typically operate on regular headways between 30 and 60 minutes, ensuring a predictable service frequency. All RTC RIDE, RAPID, and Regional Connector vehicles include bike racks on the front of the bus which can accommodate between two and three bicycles at a time.



RTC RIDE bus with double bicycle racks which enable linked bicycle and transit trips.

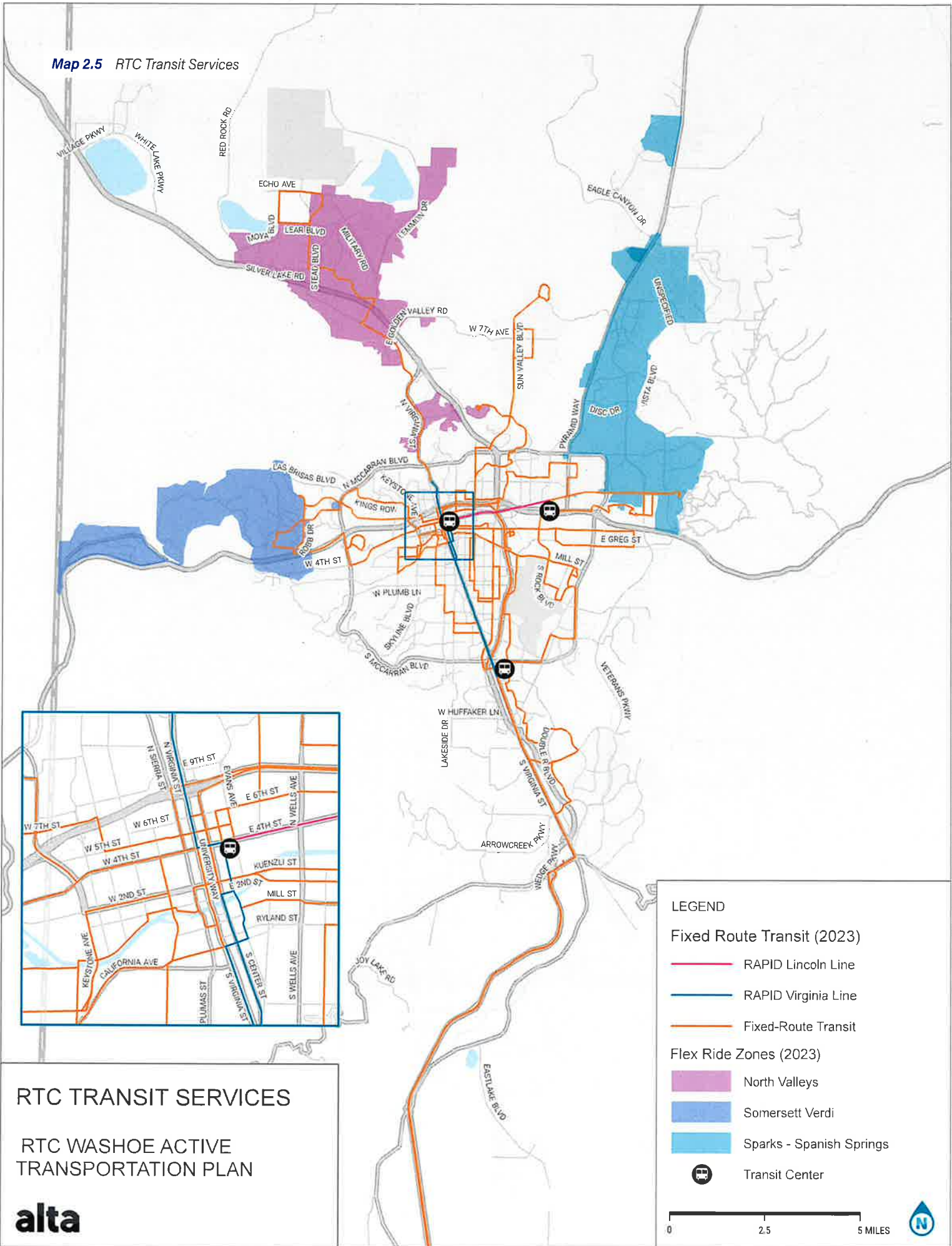
SERVICE RIDERSHIP AND TRENDS

Top Boarding Locations: Centennial Plaza, major retail centers, and grocery stores were the most frequent boarding locations, indicating a strong connection between transit use and daily errands.

Service Trends:

- **Fixed-Route Ridership:** Fixed-route ridership decreased by 3.9% between 2010 and 2019. Total weekday ridership from 2021 is shown in [Map 2.6](#).
- **Post-pandemic weekday ridership in 2021:** Larger afternoon peak compared to pre-pandemic, indicating a shift in travel patterns.
- **Strong Saturday and Sunday ridership:** Suggests the transit system is not solely focused on commuter trips.
- **Concentration in Urban Core:** Ridership on RTC Fixed-Routes is largely concentrated within the urban area which includes three major transit hubs (4th Street Station, Centennial Plaza, and Meadowood Mall Transfer Station) as well as major activity generators.

Map 2.5 RTC Transit Services



RTC TRANSIT SERVICES

RTC WASHOE ACTIVE
TRANSPORTATION PLAN



LEGEND

Fixed Route Transit (2023)

- RAPID Lincoln Line
- RAPID Virginia Line
- Fixed-Route Transit

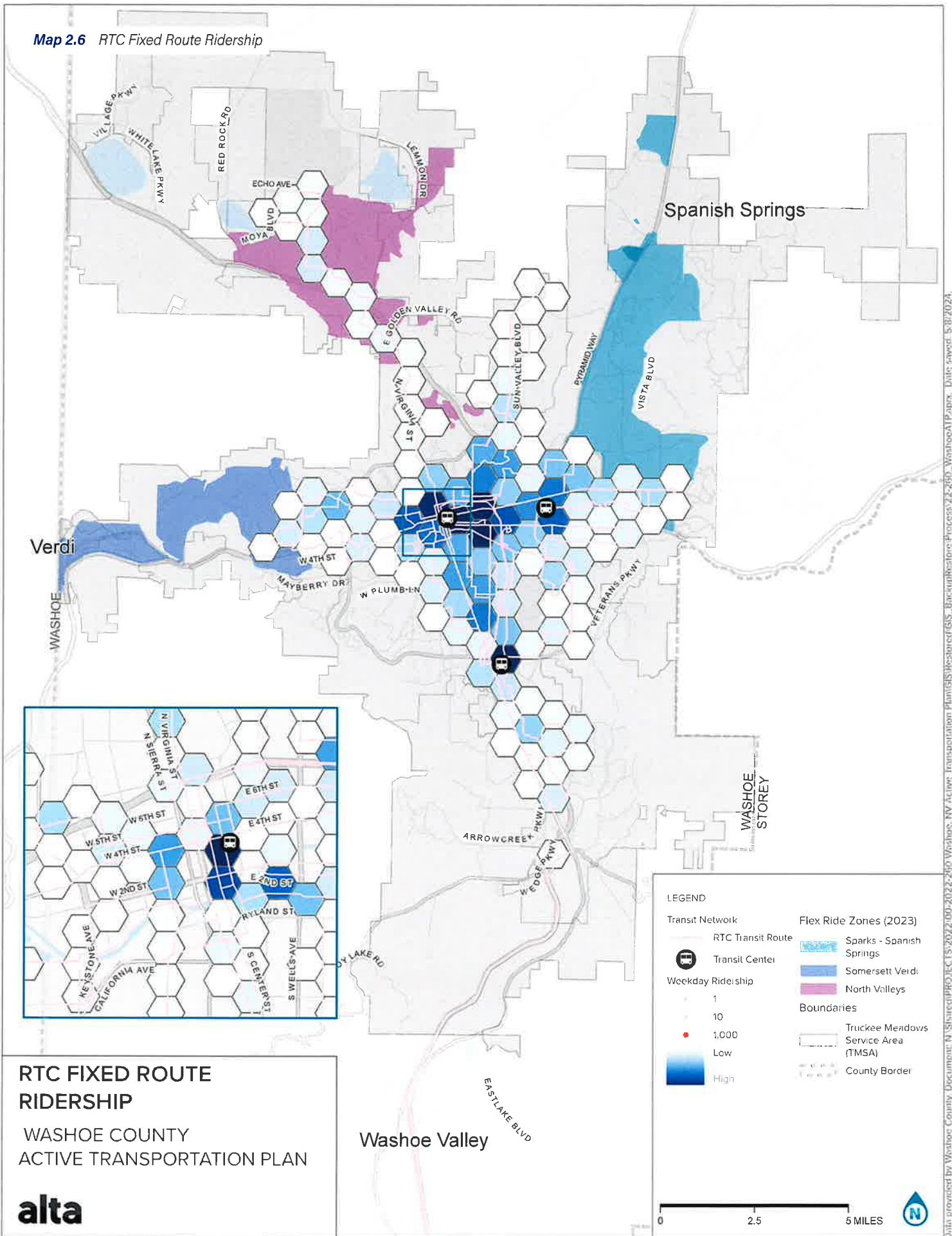
Flex Ride Zones (2023)

- North Valleys
- Somerset Verdi
- Sparks - Spanish Springs

- H Transit Center



Map 2.6 RTC Fixed Route Ridership



RTC FIXED ROUTE RIDERSHIP
 WASHOE COUNTY ACTIVE TRANSPORTATION PLAN



LEGEND

RTC Transit Route	Flex Ride Zones (2023)
Transit Center	Sparks - Spanish Springs
Weekday Ridership	Somerset Verdi
1	North Valleys
1,000	Boundaries
Low	Truckee Meadows Service Area (TMSA)
High	County Border



Data provided by Washoe County. Document: N:\Shared\PROJECTS\2022-00-2-260\Washoe - NV Active Transportation Plan\GIS\MapStore\GIS_Backup\Process\2-260_Washoe\Map.aprx. Date saved: 5/8/2024.

SPECIALIZED SERVICES

Beyond the core fixed-route system, the RTC offers additional transportation options:

RTC FlexRIDE Microtransit:

A demand-responsive service operating in designated zones, offering flexible point-to-point connections. While current ridership represents a small portion (1.4%) of total boardings, it provides an alternative for those with limited access to traditional fixed routes. In 2021, this service averaged 256 weekly boardings.

Geographic Distribution:

- Sparks/Spanish Springs Zone: This zone accounted for 53% of the total FlexRide boardings. This highlights the success of this zone which was the first to be implemented by the RTC.
- North Valleys Zone: This zone accounts for 46% of total FlexRide boardings, representing ridership in the northern suburbs.
- Verdi/Somerset Zone: This relatively new zone accounts for 2% of total FlexRide boardings which is expected to increase as the service becomes more familiar to residents in this area.

RTC ACCESS (ADA Paratransit):

ACCESS paratransit trips grew by 5.6% during the same period, suggesting an increased demand for services catering to individuals with disabilities and the aging population. Top boarding locations for paratransit riders include facilities for adult day health care, vocational services, and dialysis centers.

RTC Smart Trips Vanpool:

This program offers a vanpool option for commuters, experiencing significant growth (158%) between 2017 and 2021. Vanpools currently account for 9% of total boardings, highlighting their value as a cost-effective and convenient mode for reaching major employment centers.

CHALLENGES AND OPPORTUNITIES:

An analysis of ridership data reveals a significant concentration of service and ridership along urban arterial roadways. This is particularly evident on the Virginia Street corridor, accounting for 20% of total boardings. While the concentration of transit resources on urban arterials offers more efficient transit service, it's important to consider potential issues for active transportation such as limited sidewalk connections to bus stops, higher rates of crashes on arterial roadways, and a greater desire for separation between active modes and vehicles when making intermodal linkages (i.e. accessing transit with a bike or on foot). By providing sidewalk connections for pedestrians and more robust facilities with greater separation, the RTC may increase the potential for bicycle to bus trips for a greater portion of the population and enhance first / last mile connections for people walking or using a wheelchair.

Program & Policy Network

This section provides an overview of the existing programs and policies which are applicable within Washoe County and help to improve the walking and bicycling networks in the Truckee Meadows. This is not intended to be an exhaustive list of all bicycle and pedestrian supportive programs but a highlight of the major policies and available programs which the RTC may use or leverage to improve active transportation in the Truckee Meadows moving forward. This section is intended to provide a broad understanding of the program and policy landscape for active transportation planning and design within the Truckee Meadows. Links are provided to outside resources and programs where available.

Washoe County Safe Routes to School Program

This program aims to increase the number of students safely walking, biking, and using alternative transportation to school, while reducing car traffic around schools. A collaborative committee made up of representatives from various departments and organizations oversees the program. This includes city traffic engineers, planners, police departments, the school district, and even local bike advocacy groups. Overall, SRTS in Washoe County provides a framework and collaborative effort to create a safer and healthier way for students to get to school.

Bicycle, Pedestrian, and Wheelchair Data Collection Program

This program has been collecting bicycle, pedestrian, and wheelchair count data ~~since 2013~~ to monitor changes in mode behavior at locations throughout the Truckee Meadows ~~and along key corridors including South Virginia Street and the 4th / Prater corridor~~. This data collection method has evolved from manual video counts to using cutting-edge LiDAR² sensors in partnership with researchers at the University of Nevada, Reno. Going forward, the RTC will consider enhancements to the methods of collection and strategies to leverage the data to more directly inform planning and monitoring of trends in active transportation usage throughout the Truckee Meadows.

RTC Complete Streets Plan & Policy

RTC's Complete Streets Master Plan, adopted in 2016, aims to transform streets into inclusive spaces accessible to all community members. The plan, informed by community input, proposes various enhancements, including bike lanes, wider sidewalks, and improved transit options. This initiative builds on RTC's ongoing efforts since 2008 to create safer streets, with notable projects like the Virginia Street Corridor and the Southeast Connector contributing to improved safety and accessibility. The RTC Complete Street Policy contained in various sections of the plan may benefit from consolidation into a single policy document for clarity.

² Light Detection and Ranging (LiDAR)

Human Networks

City of Reno, Sparks, and Washoe County Traffic Calming Policies

The RTC does not maintain or provide funding for active transportation improvements on locally owned streets but has been supportive of traffic calming policies by the local jurisdictions. The City of Reno³, City of Sparks⁴, and Washoe County⁵ all have traffic calming policies provide local residents with a process to petition for an engineering study and traffic calming improvements if a need is identified and their neighbors are supportive. Despite slight variation between policies the underlying goal of providing responsive traffic engineering and traffic calming elements is the same across all three. These policies will provide an avenue for creating linkages to regional roadway improvements through local neighborhood streets during the NNP process.

NDOT Complete Streets Policy

The NDOT Complete Streets policy, established in 2017, serves as a guiding framework for the development and enhancement of transportation facilities across Nevada. It directs the integration of Complete Streets principles into the planning, design, construction, and operation of both new and existing transportation infrastructure. This policy underscores NDOT's commitment to promoting safety, accessibility, and mobility for all users, aligning with the evolving needs of communities and travelers since its implementation. This policy will be integral when working with NDOT on NDOT funded projects and those which are within or adjacent to NDOT rights of way.

Equity & Health Analysis

Transportation planning has historically prioritized project benefits without critically assessing their equitable distribution. A focus on equity aims to rectify this by ensuring transportation investments benefit all community members. This plan includes a transportation-focused equity analysis to measure equity through various data points encompassing metrics that are related to or impacted by active transportation usage such as health outcomes and socioeconomic factors like car ownership and environmental impact.

As shown in *Figure 2.1*, each variable was assigned a percentile rank relative to the entire study area, then multiplied by a predetermined weight to account for its relative importance. These weighted values are then summed to create a final composite index for the entire study area. This index is mapped in *Map 2.7* to highlight areas with the greatest transportation-equity needs.

The areas in the top 20% of rankings represent the highest equity need areas which include Downtown Reno, the area between Virginia Street and the Reno Tahoe Airport, Sun Valley, Central Sparks, and the area surrounding the Lemmon Drive and N Virginia Street intersection. These areas have a substantially higher level of need compared to Washoe County as a whole including:

Median Household Income:

- \$71,301 (Washoe County) vs \$38,319 (High Equity Need Areas)

People living at 200% the poverty level or below

- 30% (Washoe County) vs 57% (High Equity Need Areas)

³ City of Reno Traffic Calming Policy: <https://www.reno.gov/home/showpublisheddocument/28795/635198081788730000>

⁴ City of Sparks Traffic Calming Guidelines: https://www.cityofsparks.us/Document_Center/Department/Engineering%20Services/Transportation%20and%20Traffic%20Engineering/traffic-calming-guidelines.pdf

⁵ Washoe County Traffic Calming and Engineering Request Policy: https://www.washoecounty.gov/CABS/SS_CAB/2022/files/Washoe-County-Traffic-Calming-Traffic-Engineering-Request-Policy.pdf

Hispanic population

- 23% (Washoe County) vs 45% (High Equity Need Areas)

Housing Ownership vs. Renting

- 60% Owner vs 40% Renter (Washoe County)
- 28% Owner vs 72% Renter (High Equity Areas)

People reporting a 'Lack of physical activity'

- 21% (Washoe County) vs. 29% (High Equity Need Areas)

People lacking access to a vehicle

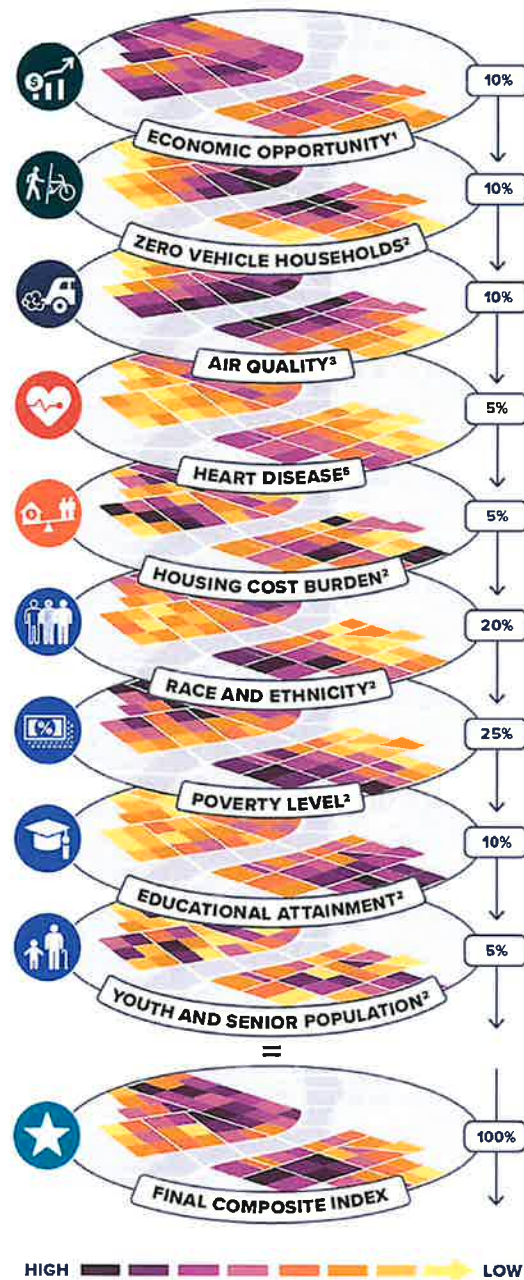
- 7% (Washoe County) vs 17% (High Equity Need Areas)

This data suggests that residents in these areas are more likely to be low-income, transit-dependent, and potentially experiencing health disparities due to limited mobility options. Limited access to transportation can further exacerbate these challenges by hindering access to jobs, healthcare, and education.

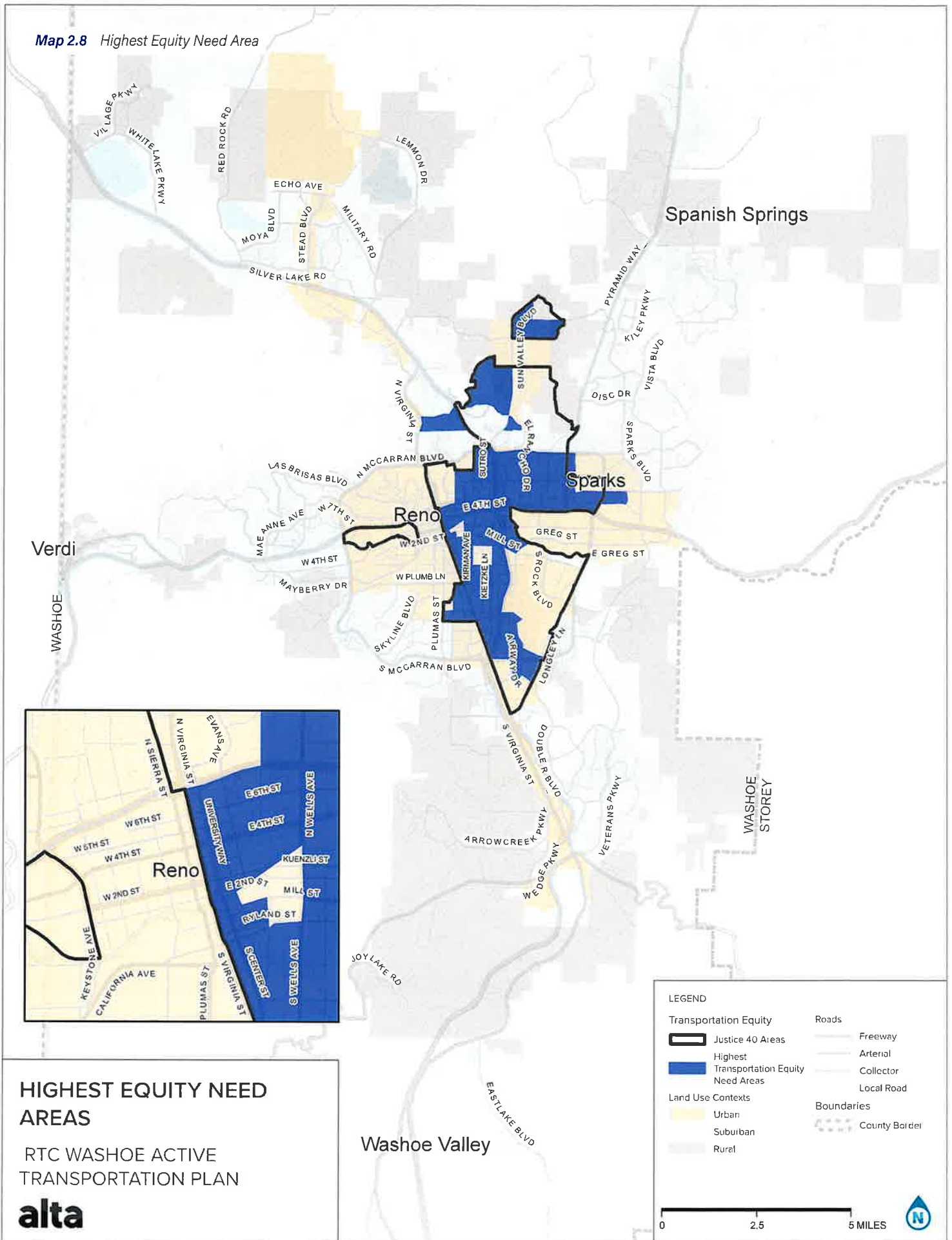
Beyond the active transportation equity analysis, this plan incorporates the latest federal-level equity analysis called "Justice 40". This tool, developed by the US Department of Transportation, prioritizes investments towards historically underserved communities based on a broader assortment of data metrics. The Justice 40 data will be an important factor in determining where federal transportation dollars are allocated going forward.

Map 2.8 highlights the intersection between the Justice 40 identified areas and the previously identified high equity need areas. This reinforces the commitment to ensuring that transportation benefits reach all community members, not just those who have historically enjoyed them.

Figure 2.1 Equity Analysis Variables



Map 2.8 Highest Equity Need Area



HIGHEST EQUITY NEED AREAS

RTC WASHOE ACTIVE TRANSPORTATION PLAN



LEGEND

Justice 40 Areas	Roads
Highest Transportation Equity Need Areas	Freeway
Land Use Contexts	Arterial
Urban	Collector
Suburban	Local Road
Rural	Boundaries
	County Border

0 2.5 5 MILES

Safety

This study included an analysis of available crash data from 2016 – 2020. As traffic patterns are returning to pre-COVID levels, this analysis remains a key indication of where safety may be improved and helps identify overarching trends related to which types of roadways present the greatest safety risk for people walking, biking, and rolling. As shown in [Table 2.9](#) below, between 2016 and 2020, a total of 35,766 crashes occurred within Washoe County including 13,122 injury crashes and 205 fatal crashes. Pedestrians represent 1.44% of total crashes (516 crashes) but are over represented in the number of fatal crashes with 45 total fatalities which accounts for nearly 22% of all fatal crashes across the county during this time period. Over

the same period a total of 287 crashes involving bicyclists occurred with 257 of those resulting in an injury and 3 fatalities. The location of all pedestrian and bicycle crashes as well as their relationship to land use contexts (Urban, Suburban, and Rural) are shown in [Map 2.9](#) and [Map 2.10](#).

The urban context had the greatest portion of pedestrian and bicyclist involved crashes with 82% of pedestrian crashes and 80% of bicycle crashes occurring in the urban area (see [Tables 2.10](#) and [2.11](#) below). The suburban context accounted for nearly all of the remaining bicycle and pedestrian involved crashes where the rural environment accounted for between one and two percent of bicycle and

Table 2.9 Crash Severity Types and Totals

Crash Severity	All Washoe County Crashes (2016 - 2020)	Pedestrian Crashes (2016 - 2020)		Bicyclist Crashes (2016 - 2020)	
	Total	Total	% All Crashes	Total	% All Crashes
Fatal Accident	205	45	21.95%	3	1.46%
Injury Accident	13,122	423	3.22%	257	1.96%
Property Damage Only	22,439	48	0.21%	27	0.12%
Total	35,766	516	1.44%	287	0.80%

Table 2.10 Pedestrian Crashes - Severity Types and Totals

	Fatal Crash	% of total	Injury Crash	% of total	Property Damage Only	% of total	Total	% of total
Urban	31	70%	353	84%	36	77%	420	82%
Suburban	10	23%	66	16%	7	15%	83	16%
Rural	3	7%	3	1%	4	9%	10	2%
Total	44	100%	422	100%	47	100%	513*	100%

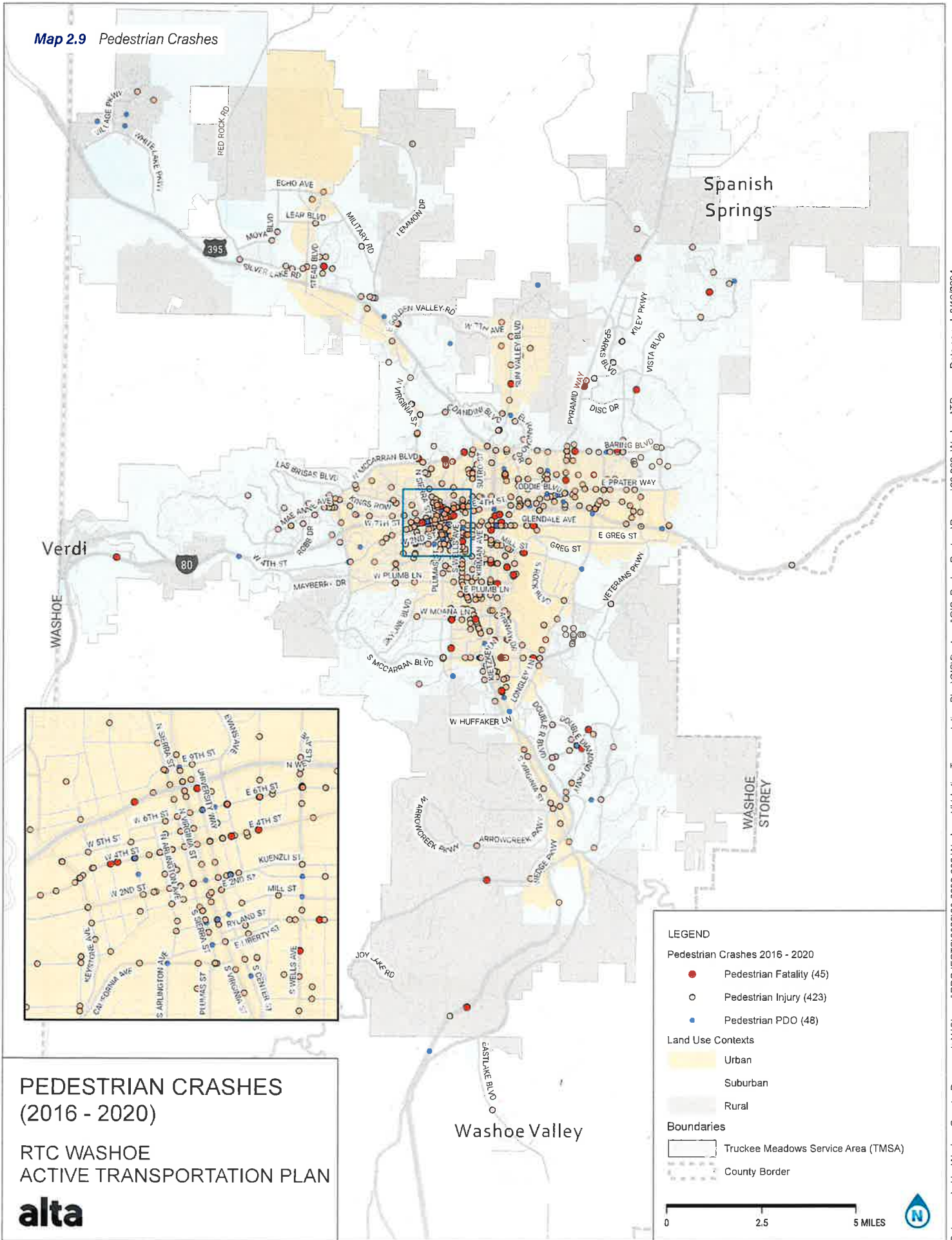
*Three pedestrian crashes occurred outside of the Truckee Meadows Service Area which is the area used for this analysis.

Table 2.11 Bicycle Crashes - Severity Types and Totals

	Fatal Crash	% of total	Injury Crash	% of total	Property Damage Only	% of total	Total	% of total
Urban	2	67%	199	80%	22	81%	223	80%
Suburban	1	33%	48	19%	4	15%	53	19%
Rural	0	0%	3	1%	1	4%	4	1%
Total	3	100%	250	100%	27	100%	280*	100%

*Seven bicycle crashes occurred outside of the Truckee Meadows Service area which is the area used for this analysis.

Map 2.9 Pedestrian Crashes



**PEDESTRIAN CRASHES
(2016 - 2020)**

RTC WASHOE
ACTIVE TRANSPORTATION PLAN



LEGEND

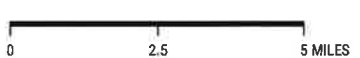
- Pedestrian Crashes 2016 - 2020**
- Pedestrian Fatality (45)
 - Pedestrian Injury (423)
 - Pedestrian PDO (48)

Land Use Contexts

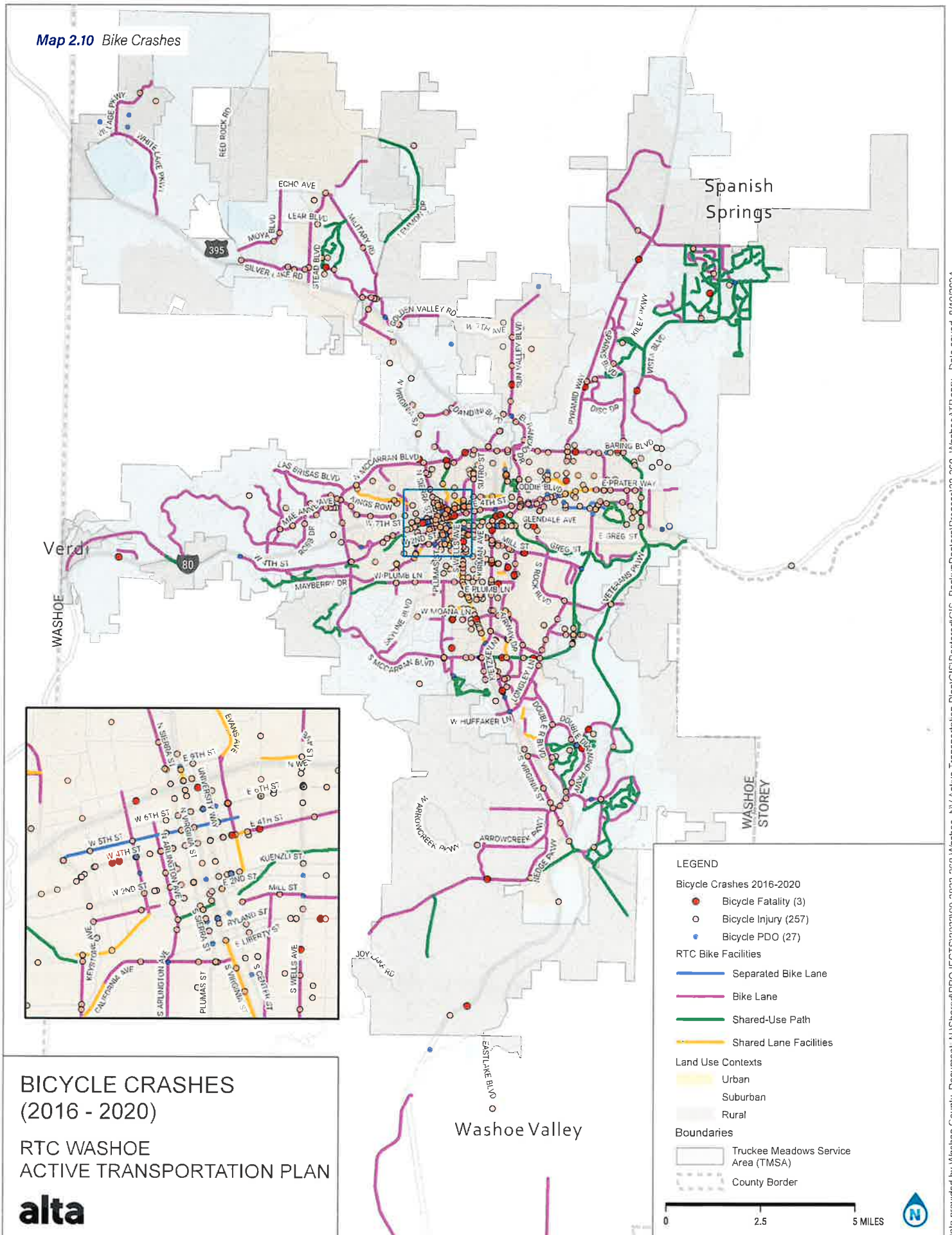
- Urban
- Suburban
- Rural

Boundaries

- Truckee Meadows Service Area (TMSA)
- County Border



Map 2.10 Bike Crashes



pedestrian crashes. This highlights the importance of focusing safety improvements for pedestrians and bicyclists within the urban environment in order to affect the greatest benefit to safety for active modes.

Analyzing the locations of crashes helps to get a better sense of areas for improvement within the roadway network. Based on the available data, arterial roadways accounted to 13% of the total roadway miles in Washoe County, however, 74% of bicycle crashes and 79% of pedestrian crashes occurred on arterial roads between 2016 and 2020. Half of the bicycle and pedestrian crashes during this time occurred within 250 feet of an intersection. The significant majority of crashes at intersections occurred at intersections with arterial roadways. A total of 77% of bicycle intersection crashes and 88% of pedestrian intersection crashes occurring at these locations. Roadway speed and volumes also played a role in the number of crashes for pedestrians and bicyclists. Medium-volume roadways which carry between 10,000 and 15,000 vehicles a day represent 2% of the total roadway network but accounted for 24% of bicycle crashes and 22% of pedestrian crashes between 2016 and 2020. Similarly, roadways with posted speed limits of 35 mph account for just 5% of the roadway network but have experienced 32% of all pedestrian crashes in Washoe County during the study period. Based on this analysis, arterial roadways and intersections, especially those with posted speeds of 35 mph and roadway volumes above 10,000 vehicles a day are leading areas of focus to improve safety for pedestrians and bicyclists across

the Truckee Meadows. Furthermore, bicycle and pedestrian crashes are concentrated in areas with high transportation equity needs. These areas, which represent approximately 34% of the the total population of Washoe County accounted for 54% of all pedestrian injury crashes (229 crashes) and 48% of all pedestrian fatalities (22 crashes) between 2016 and 2020. Across the same time period, 46% of all bicycle crashes occurred within these areas (133 crashes) including 45% of all bicycle injury crashes (117 crashes).

High Injury Network (HIN)

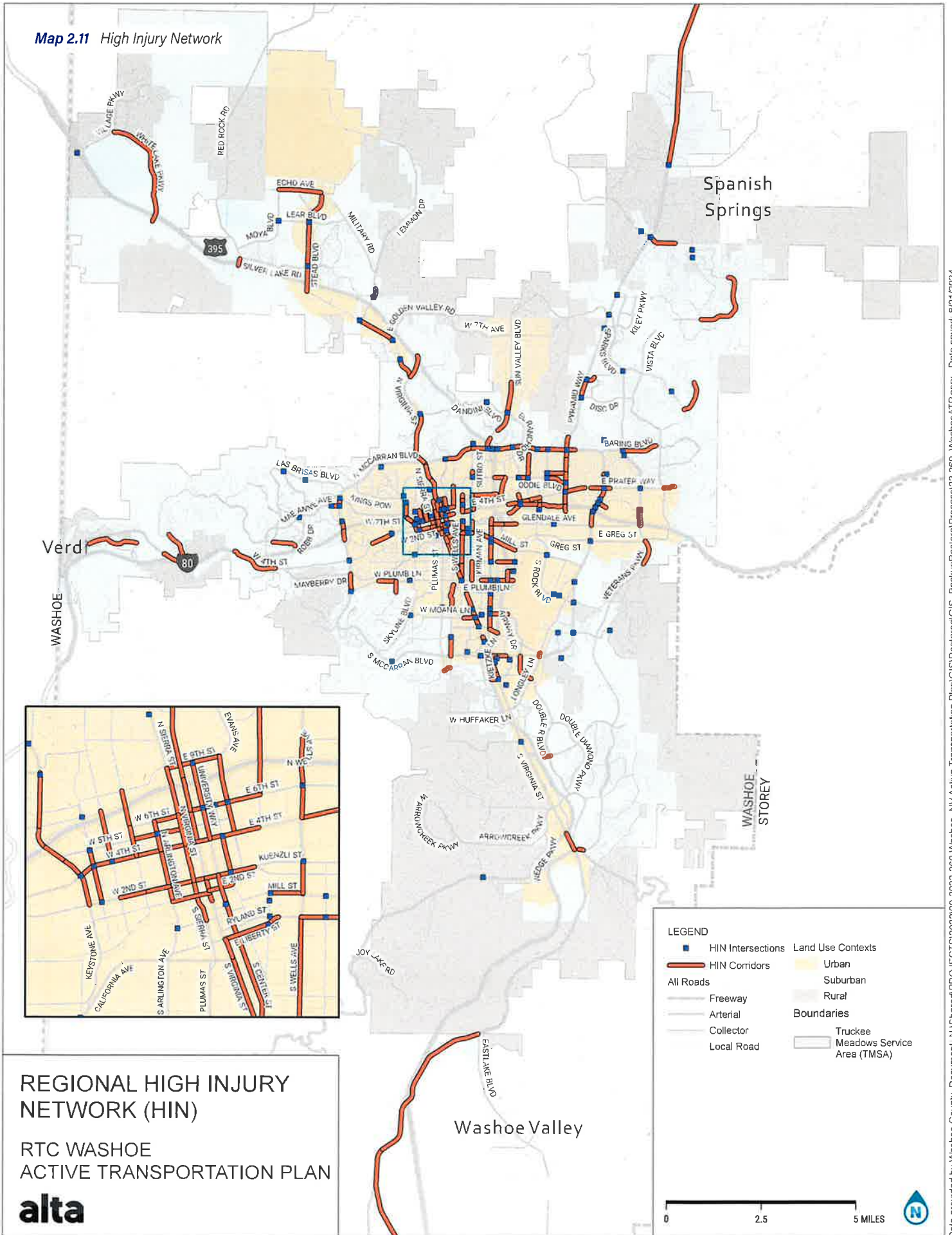
The RTC has conducted substantial analysis to identify roadways and intersections across the Truckee Meadows with the greatest safety needs as part of the 2022 Vision Zero Action Plan. Through this effort, the RTC developed a High-Injury Network (HIN) which identifies the top 25% of roadway corridors and intersections which have the highest crash rate, level of frequency, and crash severity across the county. This network, broken down in [Table 2.12](#) and shown in [Map 2.11](#), is largely concentrated within the urban context with 75% of the total HIN corridor miles and 72% of the HIN intersections. The suburban context accounted for 25% of HIN intersections and 30% of HIN corridors; the rural environment included 3% of HIN intersections.

The HIN network is largely concentrated within areas of high transportation equity with 45% of all HIN intersections and 64% of HIN corridors falling within these areas.

Table 2.12 HIN Intersections and Corridors by Land Use Tier

Land Use Context	HIN Intersections (Top 25%)	% of total	HIN Corridors (Top 25%)	% of total	HIN Corridor Miles	% of total
Urban	101	72%	43	70%	31.8	75%
Suburban	35	25%	18	30%	10.6	25%
Rural	4	3%	0	0%	0.0	0%
Total	140	100%	61	100%	42.4	100%

Map 2.11 High Injury Network



LEGEND	
■	HIN Intersections
	HIN Corridors
	All Roads
	Freeway
	Arterial
	Collector
	Local Road
	Land Use Contexts
	Urban
	Suburban
	Rural
	Boundaries
	Truckee Meadows Service Area (TMSA)

REGIONAL HIGH INJURY NETWORK (HIN)

RTC WASHOE ACTIVE TRANSPORTATION PLAN



Summary of Where We Are Today

Arterial roadways and intersections present the greatest safety issue for pedestrians and bicyclists across the Truckee Meadows. These facilities include high levels of vehicle traffic moving at rates of speed often significantly above those of people walking and biking which creates a greater potential for severe injury and death when they experience a crash with a vehicle.

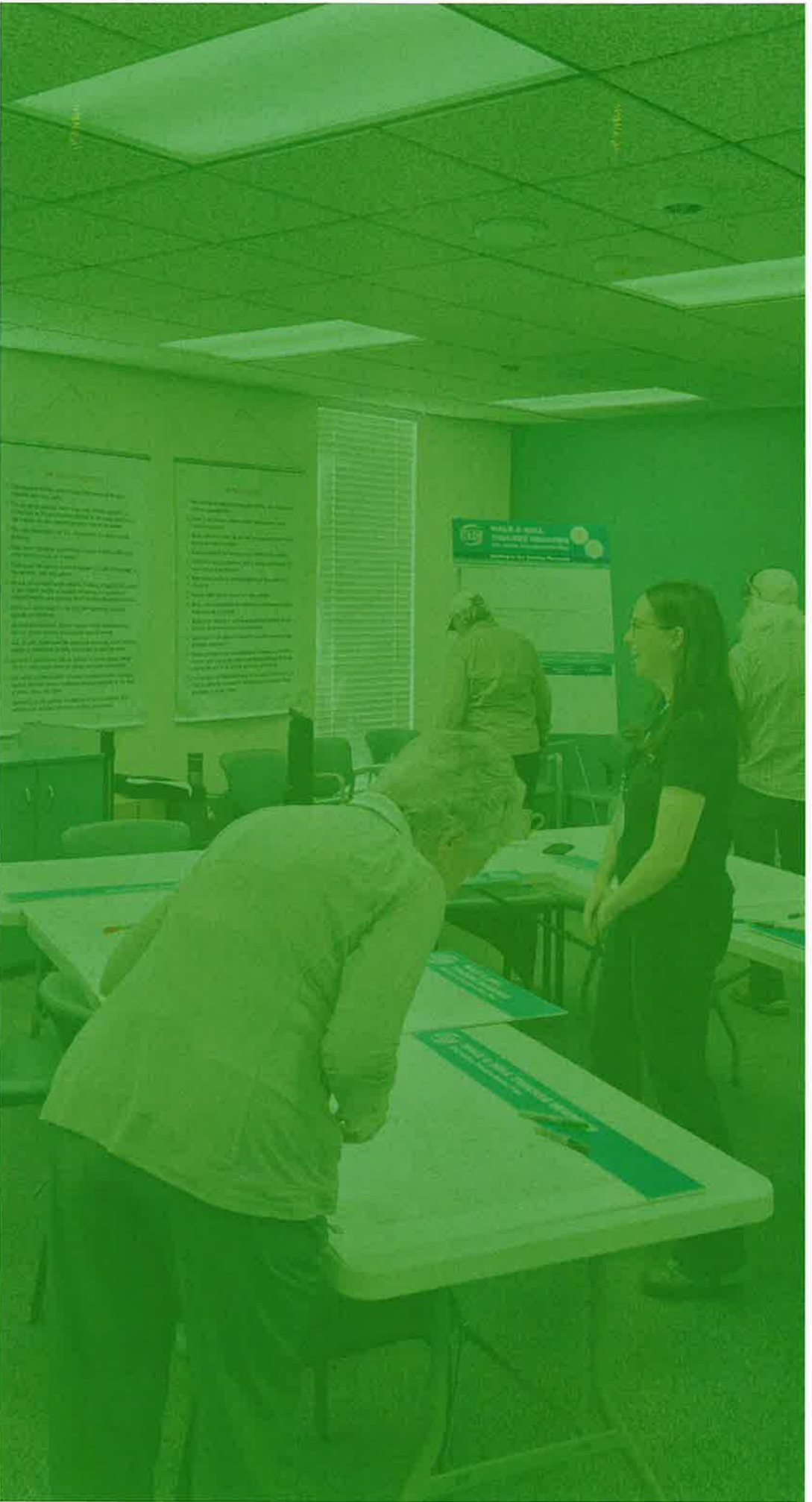
As shown in the data, urban arterials have accounted for the largest portion of pedestrian and bicycle crashes and also provide the greatest opportunity for improvements. Focusing investments in the areas identified with the highest equity needs will help target communities which have the greatest need for active transportation improvements, and include an over-representation of bicycle and pedestrian crashes and proportion of the HIN network.



Pedestrians and bicyclists across the spectrum of ages crossing in the crosswalk at Double Diamond Pkwy and South Meadows Pkwy.



Community Engagement



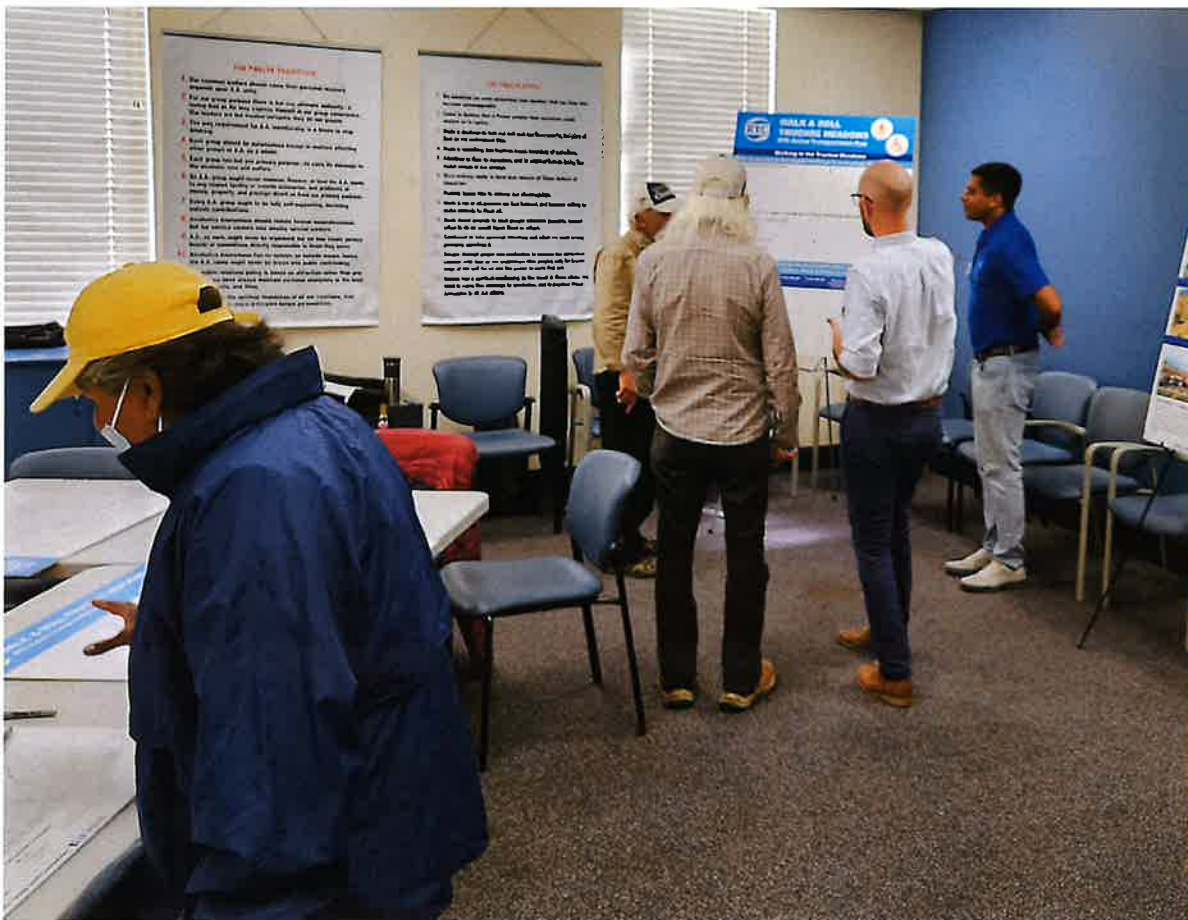
COMMUNITY ENGAGEMENT

This section details the comprehensive outreach strategy undertaken to actively engage the Truckee Meadows community in the development of the Walk & Roll Truckee Meadows Plan. The plan prioritized open communication and ensured diverse participation throughout the planning process through a multifaceted outreach approach including in-person and virtual meetings as well as resources available online throughout the life of the plan.

This section highlights the specific meeting locations, dates, and times and provides a summary of feedback gathered from across these efforts.

What We Heard

Residents in the Truckee Meadows are interested in walking and bicycling more often in their daily lives but have concerns about their safety while doing so on the existing facilities. From survey responses to individual feedback gathered during the community meetings, most residents have a difficult time when traveling between neighborhoods while walking or biking. This can be attributed to larger arterial level roadways which provide space for vehicles to travel quickly but can be stressful environments for people walking or biking.



Disability & Senior Focused in-person meeting at the Washoe County Senior Center.

Engagement Opportunities

The project team engaged with residents during this project to develop the plan vision, goals, and develop a regional understanding of active transportation needs and concerns of residents across the region. The first phase comprised the majority of direct engagement with residents who were instrumental in establishing the overarching vision for the plan and providing their experience and knowledge with the local active transportation network. The second phase of engagement provided the community an opportunity to review the draft plan and provide input on the new NNP process. During both phases of outreach the RTC provided project information and resources through the project webpage as well as social media outlets. Each phase and the feedback received are detailed in the following sections.

PROJECT WEBPAGE & TEAM EMAIL:

The RTC hosted a project webpage throughout the life of this project to provide key information and links to resources such as recorded public meetings and materials as well as the interactive online mapping tool and survey for specific input. Residents were able to view the recorded

community-wide public meeting in English and Spanish through the webpage and were also provided with the project team email address (WalkAndRoll@rtcwashoe.com) which notified all project team members and allowed for direct dialogue between the project team and community members. The project webpage, shown in [Figure 3.1](#), will continue to provide information on NNP efforts and can be accessed through the RTC Washoe webpage¹.

The major engagement effort for this plan occurred between May and August 2023 with a focus on listening to the community and soliciting feedback on existing conditions, key destinations, and community concerns. The RTC worked with members of the public as well as community and agency stakeholders to develop the vision and goals for this plan. During the second phase of engagement during spring of 2024, the project team presented the Neighborhood Network Area Planning framework and Regional Street Typologies Guide for feedback and input.

Figure 3.1 Project Webpage



¹Active Transportation Plan Webpage: <https://rtcwashoe.com/planning/active-transportation-plan/>

PUBLIC ENGAGEMENT OPPORTUNITIES:

In this phase, the RTC provided the community with both virtual and in-person engagement opportunities:

Community Wide Active Transportation Survey - (May - June)

- The RTC provided the public with a community wide survey which included questions regarding their typical mode of travel, preferences for different facilities, as well as an interactive mapping component which allowed users to pinpoint locations where they had concerns as well as areas with preferred facilities. A total of 442 community wide surveys were submitted through this online survey. Findings from this survey are summarized in the section below.

WCSD Focused Active Transportation Survey - (May - June)

- In collaboration with the Washoe County School District Safe Routes to School Program, the RTC provided a targeted survey to parents and faculty across the district as well as middle school and high school students. The purpose of the survey was to identify their primary concerns and issues related to walking and biking both in the community generally and to school specifically. A total of 788 survey responses were received including 585 parents, 162 faculty, and 20 students. Findings from this survey are summarized below. Results from this survey and the Community-Wide survey will help to inform the understanding of issues and concerns during Neighborhood Network Area Planning.

Community-Wide Virtual Public Meeting - May 24th, 2023

- The RTC provided a community-wide virtual meeting through Zoom (screenshot shown in [Figure 3.2](#)) which included a brief presentation about existing conditions and initial vision and goals of the plan. During this meeting, the project team engaged with residents through a visual preference exercise which asked participants to envision different types of roads with various speeds and select which type of facility they would feel most comfortable using as a pedestrian or bicyclist. This meeting also included an option for break out rooms to discuss specific issues in more detail. The meeting was provided in both English and Spanish with recorded versions and the meeting materials posted on the project website for those unable to attend.

Figure 3.2 Virtual Public Meeting



Focused Meetings

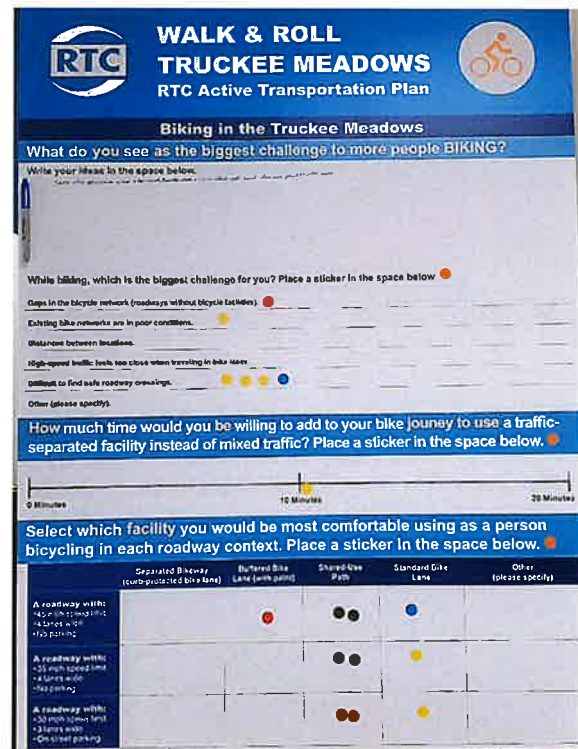
- In order to dive deeper into specific needs of some of the most vulnerable roadway users, the RTC conducted a youth-focused public meeting and a meeting focused on the needs of seniors and those with disabilities. The Youth-Focused meeting followed a similar format to the Community-Wide Virtual Public Meeting including the visual preference exercise to identify which facilities youth members of the community prefer. This meeting was held virtually through Zoom on June 13th, 2023. The following day, June 14th, 2023, the RTC hosted the Disability & Senior Focused in-person meeting at the Washoe County Senior Center on 9th Street in Reno which included a brief presentation and provided in-person versions of the virtual engagement resources including area maps to identify specific locations of concern and the visual preference exercise to select their preferred facility types on different roadways.



Disability & Senior Focused in-person meeting at the Washoe County Senior Center.

RTC Advisory Committees

- The RTC also presented information regarding the project to the RTC Advisory Committees which were an additional forum for public input and feedback for the Walk & Roll Truckee Meadows Plan. The project team presented an overview of the project and highlighted upcoming engagement opportunities at the RTC Technical Advisory Committee (TAC) and the Citizens Multimodal Advisory Committee meetings in May 2023. The project team returned to the TAC and CMAC in April 2024 to present an overview of the progress to date and highlight the Neighborhood Network Area Planning process and Regional Street Typology guide.
- RTC TAC Meetings
 - May 4th, 2023
 - April 4th, 2024
- RTC CMAC Meetings
 - May 3rd, 2023
 - April 3rd, 2024



Interactive engagement activity.

Draft Plan Public Information Presentation

The RTC presented the community with an opportunity to review and comment on the draft version of the Walk & Roll Truckee Meadows Plan during June 2024. This presentation included an overview of the work completed to develop the plan and future Neighborhood Network Area Planning process which will rely on continued engagement with the community.

RTC Attended Events

RTC Staff also attended community events during the summer and fall of 2023 to promote and discuss the Walk & Roll Truckee Meadows Plan and encourage residents to engage through the various opportunities listed above.



Disability & Senior Focused in-person meeting at the Washoe County Senior Center.

STAKEHOLDER ENGAGEMENT MEETINGS

The RTC convened community and agency stakeholders through the Project Technical Advisory Group and Agency Working Group at key points during this project. These groups provided important feedback regarding the plan Vision and Goals as well as the Regional Street Typologies and Neighborhood Network Area Planning process. The Project TAC and Agency Working Group included members from the following agencies:

- City of Reno – Public Works and Development Services
- City of Sparks – Engineering and Planning Departments
- Washoe County – Water Resources and Community Services Departments
- Washoe County School District – Safe Routes to School
- Reno Sparks Indian Colony
- Truckee Meadows Regional Planning Agency
- Northern Nevada Public Health

CONTINUING THE ENGAGEMENT THROUGH NEIGHBORHOOD NETWORK AREA PLANNING

Building upon the foundation established through the earlier outreach phases, the project will leverage Neighborhood Network Area Planning process to refine regionally identified community concerns at the local level. This process will leverage targeted engagement with residents within specific neighborhoods, enabling them to identify their unique needs and priorities for active transportation infrastructure and programs. The specific process for neighborhood network area planning and targeted engagement is included in [Chapter 5](#).

Public Engagement Results

COMMUNITY-WIDE SURVEY

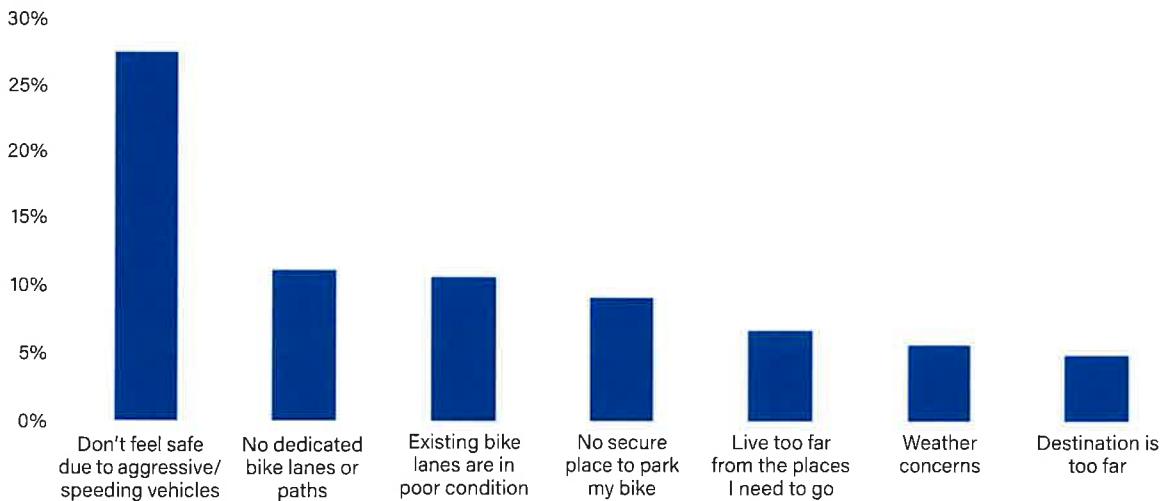
The Community Wide survey focused on identifying top concerns and barriers for people walking and biking and also sought to evaluate community members existing desire to use active modes. The survey allowed respondents to self-identify based on their level of confidence as a bicyclist which helps to bring context into the needs of those who would like to walk or bicycle more but may be concerned to do so for safety reasons.

Barriers

Bicycling - Survey respondents identified The survey showed the top two barriers for bicycling in the Truckee Meadows were as a perceived lack of safety due to the presence of high speed or aggressive driving (27.5%) and the condition or lack of dedicated bicycle facilities (22%). **Figure 3.3** highlights the results of the survey which indicate parking concerns as well as distance and weather are not the leading barriers to bicycling for residents within the Truckee Meadows.



Figure 3.3 Top Barriers for Bicycling

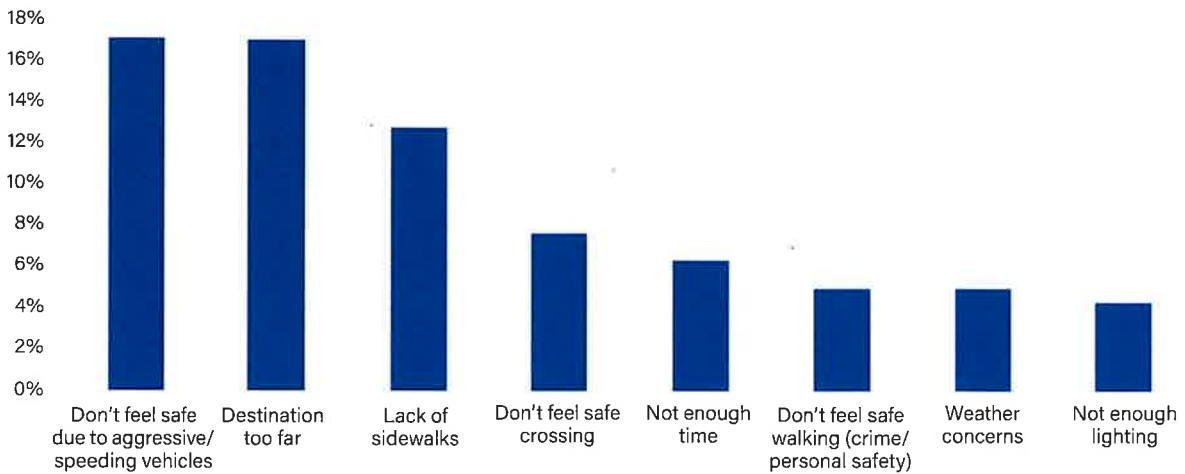


Walking & Rolling - When considering barriers to walking and rolling, survey respondents identified traffic and high speed vehicles (17%) and the lack of sidewalks (13%) as the leading environmental barriers to walking or rolling for a specific trip (**Figure 3.4**). Additionally, respondents also identified feeling unsafe which crossing roadways as a barrier to walking and rolling. Unlike with bicycling, the overall distance of a trip was identified as a leading barrier for respondents to select walking as their mode of choice. With the typical walking trip falling around 1 mile,² it is important to highlight that pedestrian needs are and barriers are typically more localized surrounding the origin of a trip such as an individuals home or place of work.

² 2017 National Household Travel Survey Estimated Person Trips (ORNL, n.d.)



Figure 3.4 Top Barriers for Walking



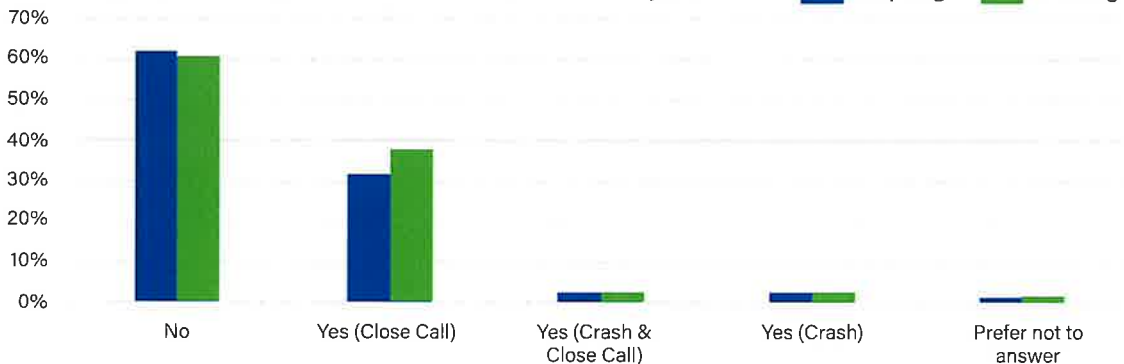
Near-Misses

Related to the level of perceived safety for people walking and biking in the Truckee Meadows, the survey asked respondents whether they had been involved in or nearly involved in a crash as a pedestrian or bicyclist in the last year. The determination of being 'nearly' involved in crash (or having a near-miss) is entirely subjective based on the survey respondents experience. As pedestrian and bicyclist involved crashes are often under-reported,³ this anecdotal evidence is helpful to contextualize the perceived level of safety for people walking and biking which has a significant impact on whether an individual selects walking or biking as their mode of choice.

Shown in *Figure 3.5*, approximately one-third of all survey respondents (32% of bicyclists and 36% of pedestrians) indicated that they had been nearly involved in a crash as either a pedestrian or bicyclist in the past year. In comparison, a fraction of these respondents indicated they had been directly involved in a crash with 5% of bicyclists stating they had been in a crash and just over 3% of pedestrians indicating their had been in a crash over the last year. This result suggests that for each crash with an active mode there may be a significant number of highly uncomfortable experiences for pedestrians and bicyclists as they travel; this level of perceived safety risk can have a significant impact on mode selection.



Figure 3.5 Bicycling and Walking Crashes/Near Misses (within the last year)



³ Winters, Branion-Calles, *Cycling safety: Quantifying the under reporting of cycling incidents in Vancouver, British Columbia, Journal of Transport & Health, Volume 7, Part A, 2017, 48-53*
 Edwards, M., & Gutierrez, M. (2023). *The incidence burden of unreported pedestrian crashes in Illinois. Traffic Injury Prevention, 24(1), 82-88.*

Desired Levels of Walking and Biking

The RTC asked respondents whether they would like to walk or bike more frequently for different types of trips such as school / work trips as well as non-work/school related trips. Responses indicate that the majority of people under 34 years of age have an interest in walking more frequently for either work or school trips (*Figure 3.6*) and the majority of people under the age of 54 work like to bicycle more frequently for work/school related trips (*Figure 3.7*).

Across all different ages groups, survey respondents indicated a strong desire to walk and bike more frequently for non-work related trips such as access entertainment or social events (*Figure 3.8* and *3.9*).



Figure 3.6 People who would like to be able to walk more for school / work trips by age

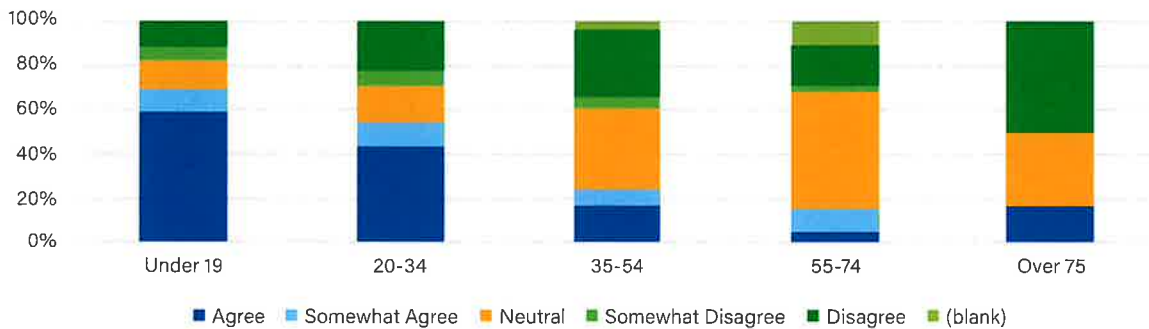


Figure 3.7 People who would like to be able to bike more for school / work trips by age

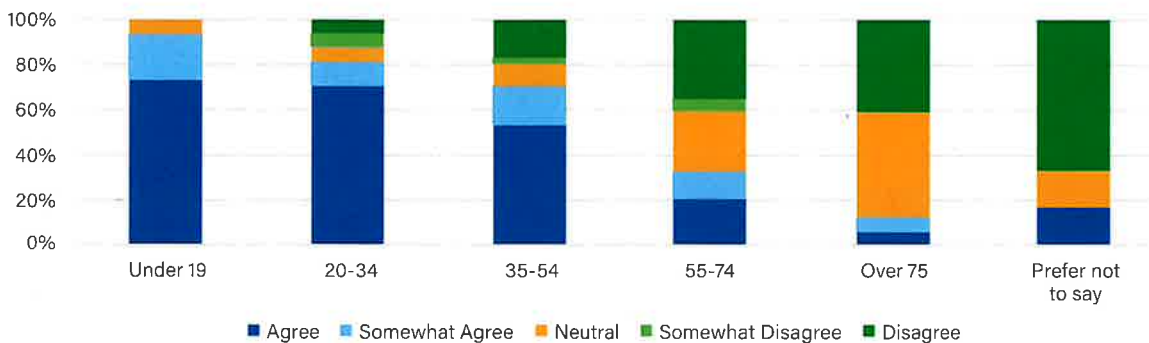




Figure 3.8 People who would like to be able to walk more for non-work trips by age

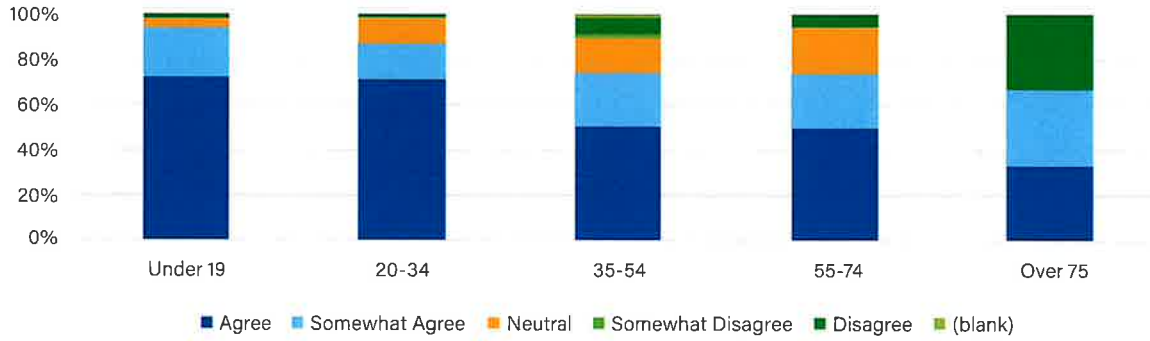
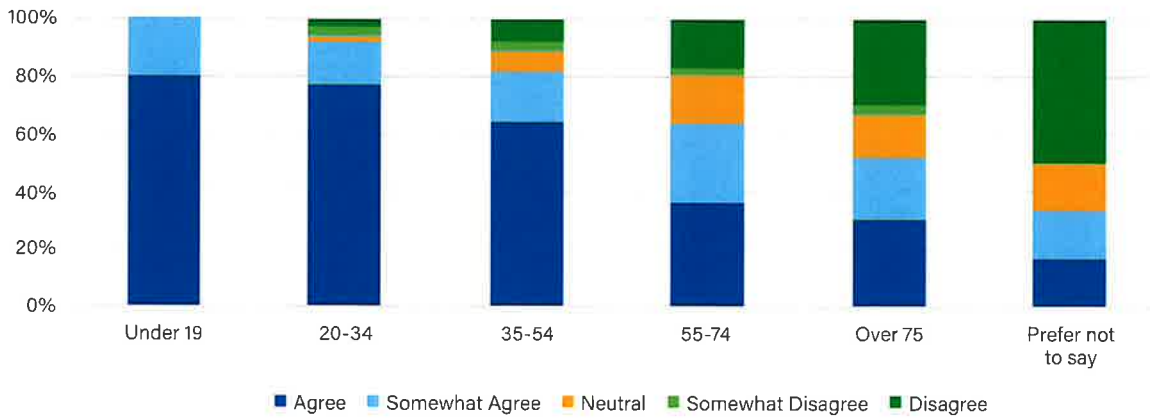


Figure 3.9 People who would like to be able to bike more for non-work trips by age



Traveling Within and Between Neighborhoods

The community survey asked respondents to rank how easily they are able to travel within their neighborhood and to adjoining neighborhoods with as a pedestrian or bicyclists. While traveling within a neighborhood as a pedestrian was identified as being a relatively easy task for the majority of respondents (*Figure 3.10*), the results appear quite different when considering traveling between neighborhoods (*Figure 3.11*). Across all respondents 77% stated that it was easy or moderately easy to walk within their neighborhood compared to just 42% of respondents stating it is easy or moderately easy to walk between neighborhoods.

Furthermore, respondents who identified as “Interested but Concerned” bicyclists, who are the largest group of the population according to the user type definitions from the FHWA (refer to *Figure 1.2*), indicate that traveling between neighborhoods on a bicycle is a relatively difficult task (*Figure 3.12*). Just 22% of this user group indicated that traveling between neighborhoods is either ‘Easy’ or ‘Very Easy’ with 52% indicating that it would be either moderately or very difficult to travel between neighborhoods by bike.



Figure 3.10 Level of Difficulty Walking within a Neighborhood

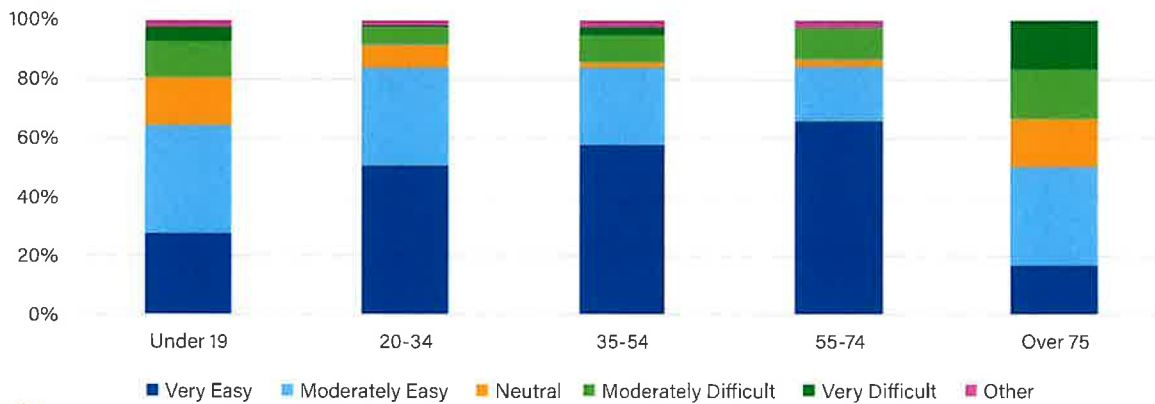


Figure 3.11 Level of Difficulty Walking To/From a Neighborhood

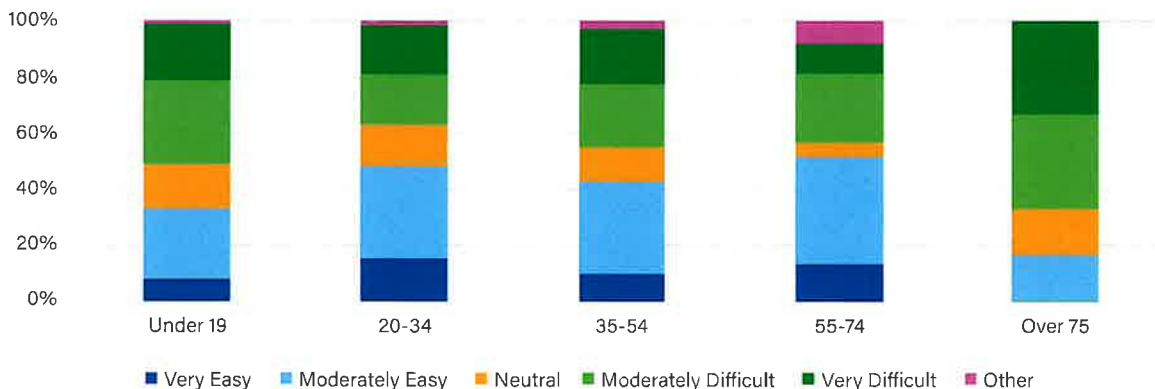
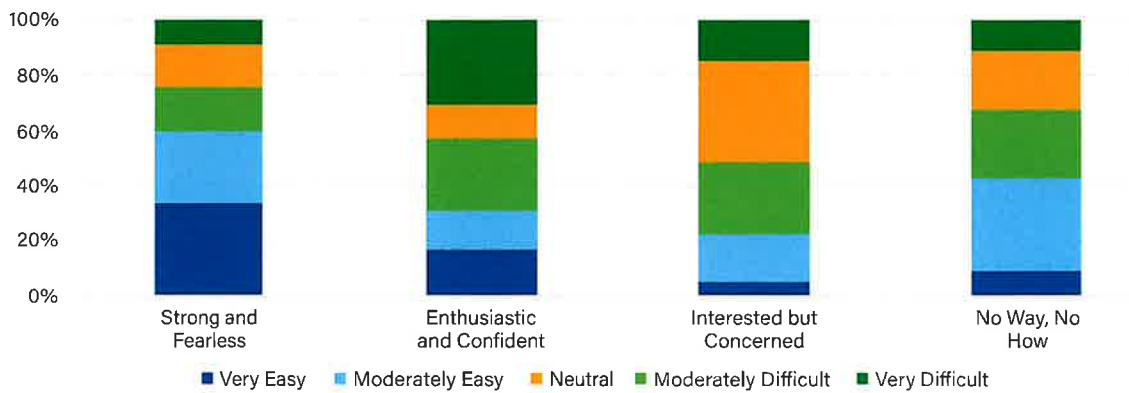




Figure 3.12 Level of Difficulty Biking To/From a Neighborhood based on User Type



WCSD PARENT, FACULTY, AND STUDENT SURVEY

Responses from the Parent, Faculty, and Student focused survey align with the results of the Community-Wide survey with safety being the leading barrier for walking and biking to school. A majority of respondents (52% walking and 50%

biking) identified feeling unsafe due to the presence of traffic and speeding vehicles as the leading barrier for using active modes to get to school (*Figure 3.13 and 3.14*).



Figure 3.13 Top Barriers for Walking to School

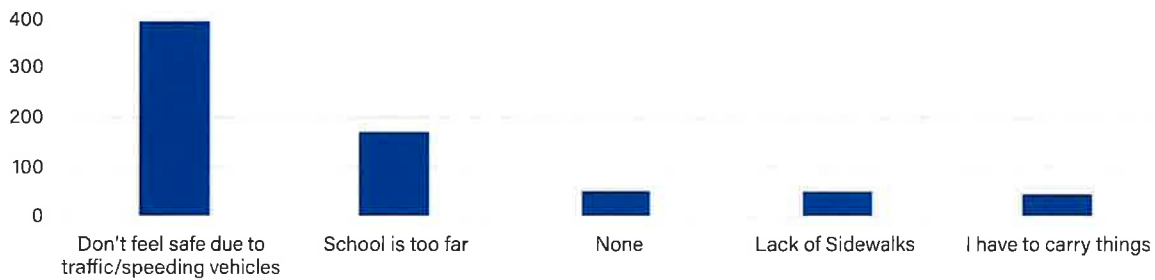
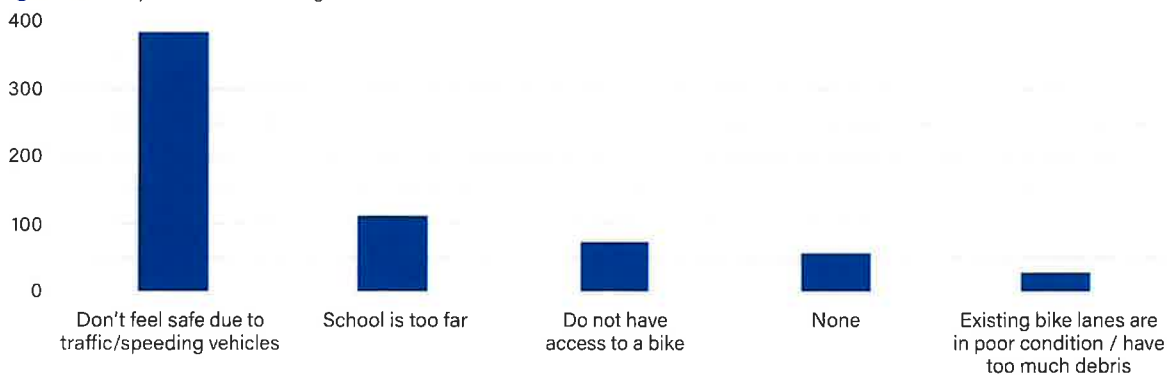


Figure 3.14 Top Barriers for Biking to School



Future School Focused Analysis

The results of this school focused survey will continue to help the RTC identify issues and concerns related to active transportation concerns, specifically related to school trips. Each survey response is categorized by school which will help focus on localized concerns and issues during future Neighborhood Network Area Planning efforts.

SURVEY FINDINGS SUMMARY

The results of the community-wide survey indicate that there is a strong desire to walk and bike more frequently for a variety of trips through out the community but that residents often do not feel comfortable or safe enough while walking or biking to destinations, especially those in adjoining neighborhoods, to select walking or biking as their mode of choice.

Interactive Map

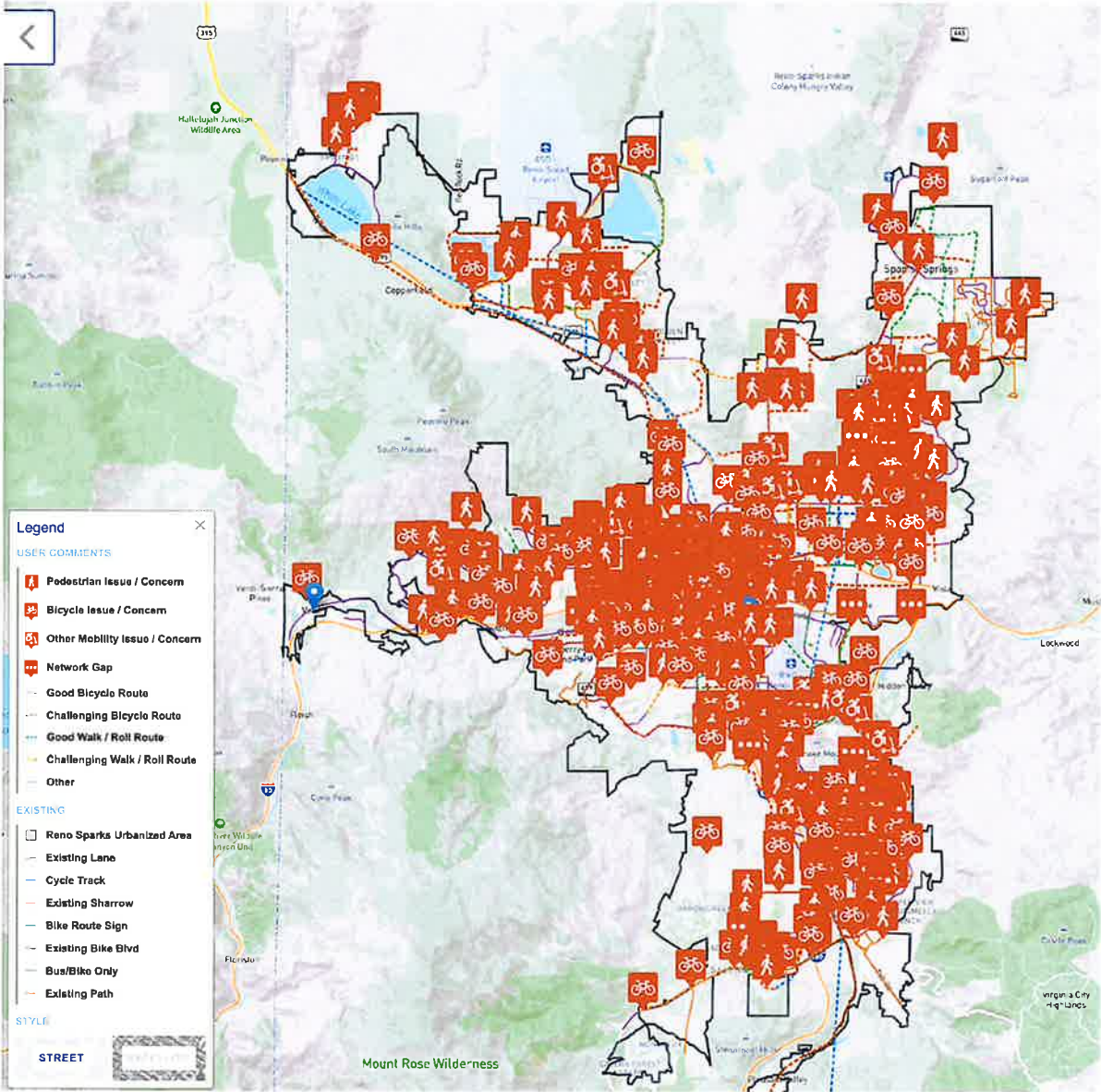
Following the survey, respondents were able to use an interactive map (Shown in [Figure 3.15](#)) to pinpoint specific locations which were either difficult or concerning as a bicyclist or pedestrian as well as those locations which currently have good or comfortable facilities. With 442 total interactions, the data revealed valuable insights:

- **Bicycle Issues & Concerns** - Residents identified 234 issues identified related to bicycling. Nearly half (111) were concentrated within the urban area. Issues identified were highly localized and included areas with debris, issues with signal timings, and suggested wayfinding signage. Respondents also identified 129 frequently used bike routes which were challenging.
- **Pedestrian Issues & Concerns** - Respondents identified 222 pedestrian issues which were spread throughout the urban and suburban areas. The issues identified focused on areas where walking felt unsafe due to high speed vehicles and locations where sidewalk is missing.



Adult and youth waiting to cross W. Plumb Lane.

Figure 3.15 Interactive Web Map



Public Meeting Findings

Public meeting attendees across the Community-wide and focus-group meetings provided feedback regarding their preferred facilities as a pedestrian or bicyclist traveling on different types of roadways with different number of lanes and posted speed limits. Meeting attendees were shown a picture of a representative street and listened to audio recorded on location to get a good sense of being out on the roadway. After studying the picture of the roadway and listening to the sounds of the road, respondents selected which facility type they would feel most comfortable using or having present as either a pedestrian or a bicyclist. Results

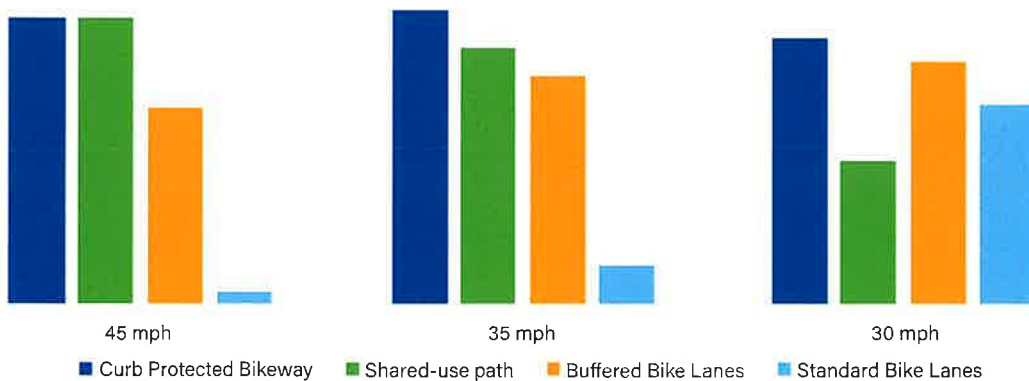
indicate that the desire for separation from vehicles for pedestrians and bicyclists increases as the posted speed limits increase (*Figure 3.16* and *3.17*). As shown below the preferred facility to improve pedestrian comfort was the presence of a sidewalk buffer. Bicyclists preferred a curb protected bike lane between 30 and 35 miles per hour with either a shared-use path or curb-protected bike lane being preferred on 45 mph roadways. This is consistent with findings in the FHWA bikeway selection guide which highlight a preference for increased separation with higher vehicle speeds and volumes.⁴



Figure 3.16 Facility Preference by Context for People Walking & Rolling



Figure 3.17 Facility Preference by Context for People Biking

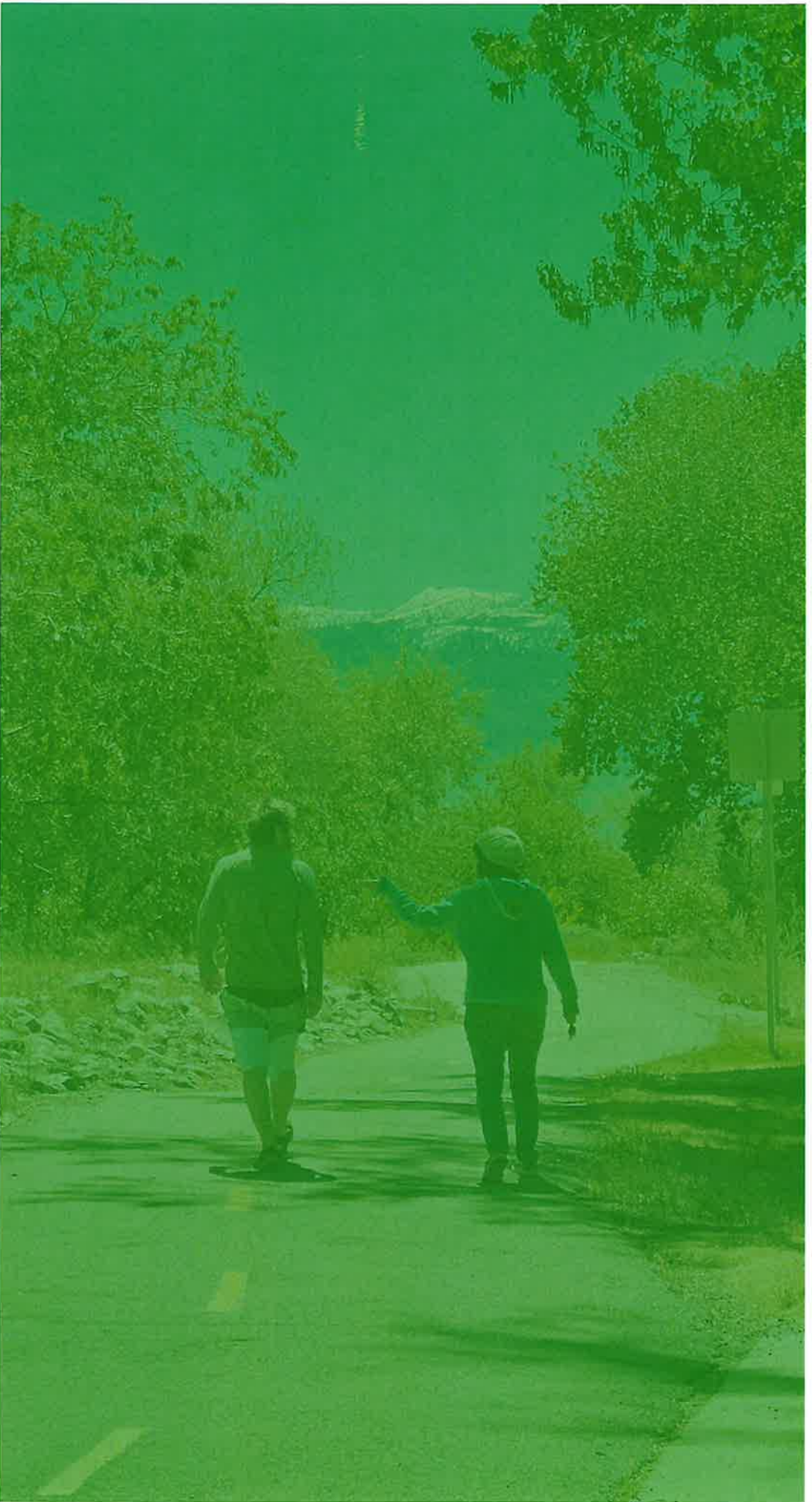


⁴ Dill, D. and N. McNeil. *Revisiting the Four Types of Cyclists*. In *Transportation Research Record 2587*. TRB, National Research Council, Washington, DC, 2016.

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4

Analyzing the Network



ANALYZING THE NETWORK

The RTC conducted extensive analysis on the regional roadway network using the latest available data for sidewalks, bicycle facilities, regional travel demand model outputs, and roadway characteristics including posted speeds and number of lanes. This data was used to conduct focused analyses across the regional roadway network to assess which sections of road present the greatest challenges to people walking and biking and may act as barriers to active transportation within and between neighborhoods. These analyses include:

- Bicycle Level of Traffic Stress¹
- Pedestrian Experience Index
- Active Trip Potential

The results of these analyses were combined with the identified High-Injury Network and equity areas to identify primary active transportation network gaps across the Truckee Meadows. Primary network gaps and the results of completed analyses will help to inform NNPs going forward as well as enabling the RTC to conduct future scenario planning using custom GIS analysis tools.

This section summarizes the methodology and results of each unique analysis as well as the identified active transportation network gaps. This section highlights the future use of analysis results in NNPs and scenario planning.

Network Analyses

Bicycle Level of Traffic Stress (BLTS)

The bicycle level of traffic stress (BLTS) analysis estimates the level of comfort for people biking on a given roadway segment. The BLTS analysis identifies where “gaps” or deficiencies in a bike network exist, and provides a measure of how likely different types of riders, based on ability and comfort level, are to use the facility.

METHODOLOGY

The methodology used for this BLTS analysis was adapted from the 2012 Mineta Transportation Institute Report 11-19: Low-Stress Bicycling and Network Connectivity². BLTS is determined by characteristics of a given roadway segment that affect a bicyclist’s perception of safety and comfort, including posted speed limit, number of travel lanes, and the presence and character of bicycle lanes. The combination of this criteria classifies a road segment into one of four levels of traffic stress:

- BLTS 1 represents roadways where bicyclists of all ages and abilities would feel comfortable riding; separated shared-use paths and separated bike lanes for bicycles also fall into this category.
- BLTS 2 represents slightly less comfortable roadways, where most adults would feel comfortable riding.
- BLTS 3 represents moderately uncomfortable roadways, where most experienced bicyclists would feel comfortable riding.
- BLTS 4 represents high-stress roadways where only strong and fearless bicyclists would feel comfortable riding. These roadways are generally characterized by high volumes, high speeds, several travel lanes, and complex transitions approaching and crossing intersections.

¹ Analysis conducted by researchers at University of Nevada, Reno Mineta Institute. Mekuria M., Furth P., Nixon H. Low-Stress Bicycling and Network Connectivity. 2012. <https://transweb.sjsu.edu/research/>

² [Low-Stress-Bicycling-and-Network-Connectivity](#)

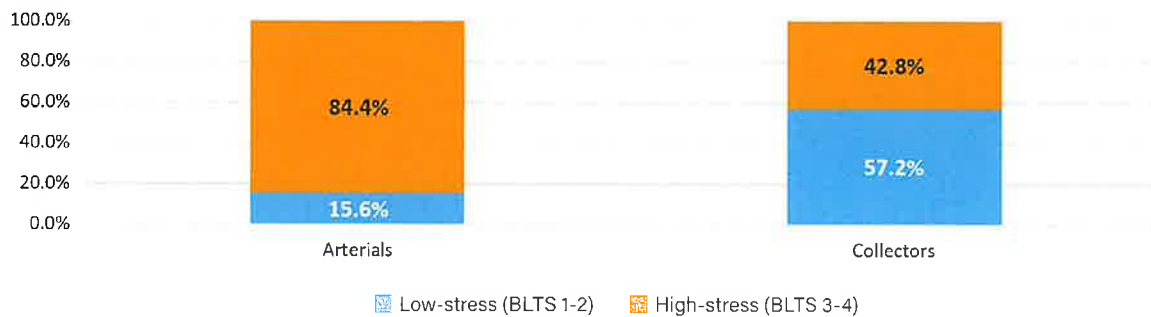
The results of the BLTS analysis identify existing areas that are low stress for many bicyclists, as well as the degree to which roadways must be improved in order to provide a comfortable experience for riders of all ages and abilities. The results of this analysis are summarized below and highlighted in [Map 4.1](#).

SUMMARY OF FINDINGS

The results of the BLTS analysis highlight that regional roadways with high vehicle speeds (above 35 mph) and high traffic volumes which either have no facility or provide a facility that does not fit the roadway context are stressful for the average

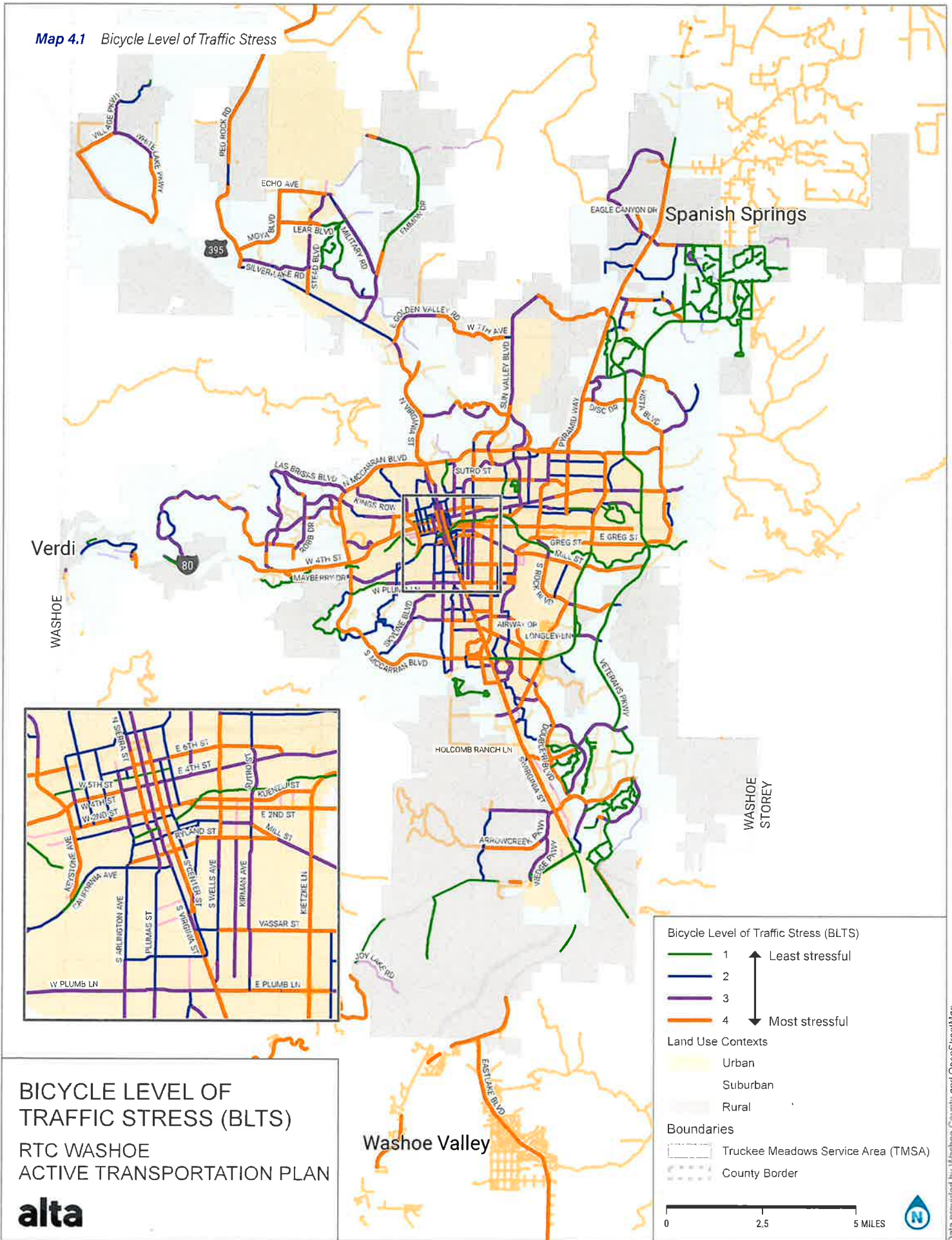
bicyclist. These roadways can act as barriers to people bicycling between neighborhoods if they do not feel comfortable riding along the roadway or crossing the roadway. Within neighborhoods there are often a large number of roadways that are 'low-stress' but often can act as islands without a strong low-stress connection to other neighborhoods. Focusing on the regional roadway network, a total of 341 miles are classified as being 'high-stress' or BLTS 3 or 4; this accounts for 78% of all regional roadways. Arterial roads have the largest portion of high-stress roads with a total of 84% of arterials (315 miles) being classified as high-stress roads; 42% of collectors were classified as high-stress.

Figure 4.1 Low vs High Stress Roadways By Classification (Regional Roads)



Shared-use paths such as the Truckee River Path provide low-stress connections for people of all ages and abilities.

Map 4.1 Bicycle Level of Traffic Stress



BICYCLE LEVEL OF TRAFFIC STRESS (BLTS)
 RTC WASHOE
 ACTIVE TRANSPORTATION PLAN



Bicycle Level of Traffic Stress (BLTS)

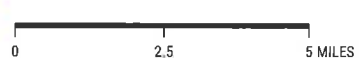
- 1 Least stressful
- 2
- 3
- 4 Most stressful

Land Use Contexts

- Urban
- Suburban
- Rural

Boundaries

- Truckee Meadows Service Area (TMSA)
- County Border



Bicycle Level of Traffic Stress by Land Use Context

Reviewing the BLTS results by land use context presents a strong picture of which areas have the greatest portion of high-stress roads. The section below reviews the BLTS results through the lense of the urban, suburban, and rural land use contexts. Results for arterials and collectors are presented separately due to their differing roadway contexts and needs.

Arterials - BLTS

Arterial roadways have the greatest proportion and number of lanes miles of 'high-stress' roads which are spread across the urban, suburban, and rural areas (*Figure 4.2*). The typical level of traffic stress for bicyclists within these contexts vary with the Urban context including the widest variety of levels of stress on arterials. Nearly one-quarter of arterial roadways within the urban context are classified as 'low-stress' with 37.7 miles of roads between BLTS 1 and 2. Conversely, 128 miles of arterials in the urban context are 'high-stress' roadways with a BLTS between 3 and 4. The suburban context has a slightly higher proportion of arterials which are 'high-stress' with nearly 88% being BLTS 3 or 4. Arterials in the rural context have a similar proportion with 86% being classified as 'high-



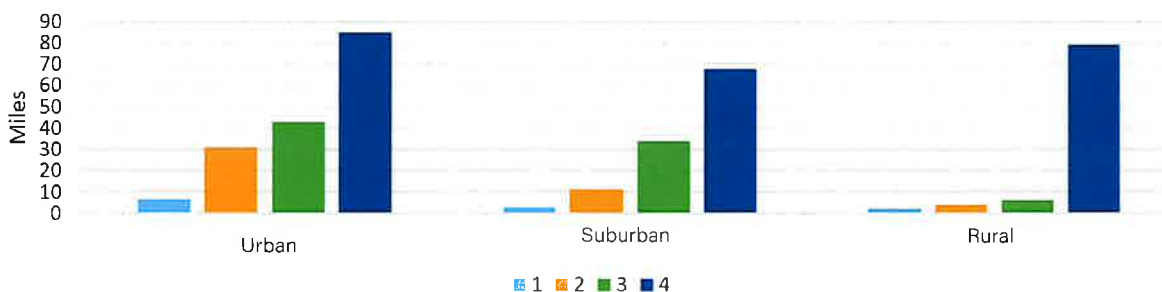
The Sparks Blvd shared-use path provides a low-stress environment for bicyclists traveling along this arterial roadway.

stress'. The average BLTS for each arterial typology is highlighted in *Table 4.1*. This highlights that Major Arterials in the urban and suburban context as well as rural arterials typically high the highest levels of traffic stress for bicyclists.

Table 4.1 Regional Typology BLTS (Arterials)

Regional Typology (Arterials)	Average Bicycle Level of Traffic Stress (0.0 - 4.0)
Urban Arterial Major	3.6
Urban Arterial Minor	2.9
Suburban Arterial Major	3.4
Suburban Arterial Minor	3.0
Rural Arterial	3.5

Figure 4.2 BLTS on Arterials Roads by Land Use Context (Miles)



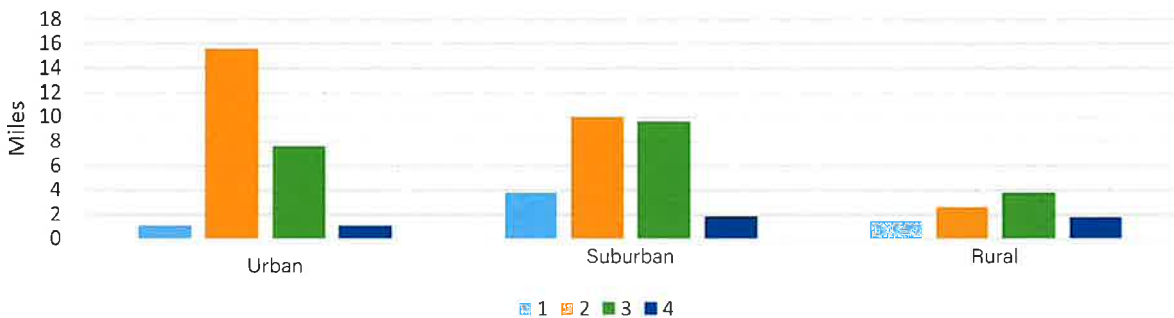
Collectors - BLTS

Collector roadways typically have a lower level of traffic stress for bicyclists due to lower speeds and a fewer number of lanes. This results in a higher proportion of collectors which are 'low-stress' roadways with BLTS between 1 and 2. In the urban and suburban context, the majority of regional roadways are low-stress (*Figure 4.3*). The majority of rural collectors are classified as high-stress with approximately 57% being BLTS 3 or 4. As shown in *Table 4.2*, the average level of stress for bicyclists on collector typologies falls between BLTS 2 and 3.

Table 4.2 Regional Typology BLTS (Collectors)

Regional Typology (Collectors)	Average Bicycle Level of Traffic Stress (0.0 - 4.0)
Urban Collector Commercial	2.3
Urban Collector Residential	2.3
Suburban Collector Major	2.4
Suburban Collector Minor	2.3
Rural Collector	2.8

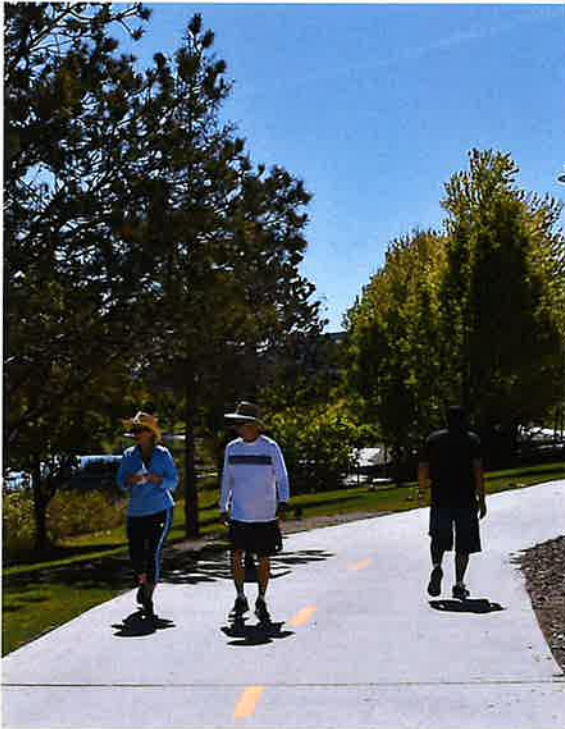
Figure 4.3 BLTS on Collector Roads by Land Use Tier (Miles)



Providing greater separation for bicyclists at intersections helps bicyclists navigate through these junctions.

PEDESTRIAN EXPERIENCE INDEX (PEI)

The RTC Washoe collaborated with researchers from UNR to develop a robust analysis of the Pedestrian Experience throughout the Truckee Meadows. The full analysis database includes information regarding key aspects of the roadway and pedestrian environment that can impact the overall experience and comfort for people walking or rolling along the road. The analysis framework is intended to provide a planning level understanding of the existing experience for pedestrians and to help identify areas for improvements.



The greatest pedestrian experience occurs with separation from vehicle traffic such as on shared-use paths.

Methodology

Pedestrian Experience scores represent how comfortable a typical pedestrian would be when traveling along the roadway based on the presence of a sidewalk and associated width, existing buffer from moving vehicles (i.e. landscaping or on-street parking), the posted roadway speed, and number of vehicle lanes. This analysis, conducted by UNR, assigns a score between 0 and 85 to each side of the roadway based on those variety of factors³. For the purpose of this analysis, PEI scores should be interpreted in the following ranges:

- PEI 0 – 20: Sidewalks may not be present, buffers between vehicles and pedestrians are not provided⁴, and roadways are high-speed with multiple vehicle lanes
- PEI 21 – 40: Sidewalks when present are between 4 – 6 feet and may be intermittent, buffers between vehicles and pedestrians are not typical, and roadways high multiple vehicle lanes of high-speed traffic
- PEI 41 – 60: Sidewalks are typically 5-6 feet wide and present on one or both sides, buffers between vehicles and pedestrians may be intermittent or speeds and number of lanes may be higher
- PEI 60 – 85: Sidewalks are typically 5-6 feet wide and present on both sides with buffers (landscaping or on-street parking) between people walking and high-speed vehicles or a low posted speed

The RTC used an updated sidewalk database developed through high-quality satellite imagery to verify the inputs and final results of the PEI dataset. This section highlights the results of the pedestrian experience index for each roadway typology with arterials and collectors reported separately due to their different contexts and needs.

³Total Infrastructure Score was used for regional analysis in lieu of regionally complete data for attributes which comprise the UNR defined Pedestrian Experience Index.

⁴It is important to note that on-street parking is prohibited on arterials which limits potential buffers to landscaping strips alone.

Summary of Findings

As shown in [Table 4.3](#), the typical level of PEI on arterials varies between the urban, suburban, and rural contexts. Arterials in the urban context range between PEI 11 and 71 with minor arterials typically having a higher PEI due to lower roadway speeds and fewer number of lanes. The highest ranked urban arterials provide a comfortable pedestrian experience however, on average major urban arterials may benefit from increased buffers between vehicles and pedestrians and sidewalk gap closure when gaps are present. In the suburban and rural contexts, arterials range from

0 to 76 with an average PEI between 33 and 38. This highlights a potential need for greater buffers between vehicles and pedestrians as well as filling sidewalk gaps when present. Collector roadways typically provide a more comfortable experience for people walking due to lower vehicle speeds, fewer lanes, and a greater presence of on-street parking which acts as a buffer between pedestrians and vehicles ([Table 4.4](#)). Regional PEI results are displayed in [Map 4.2](#).

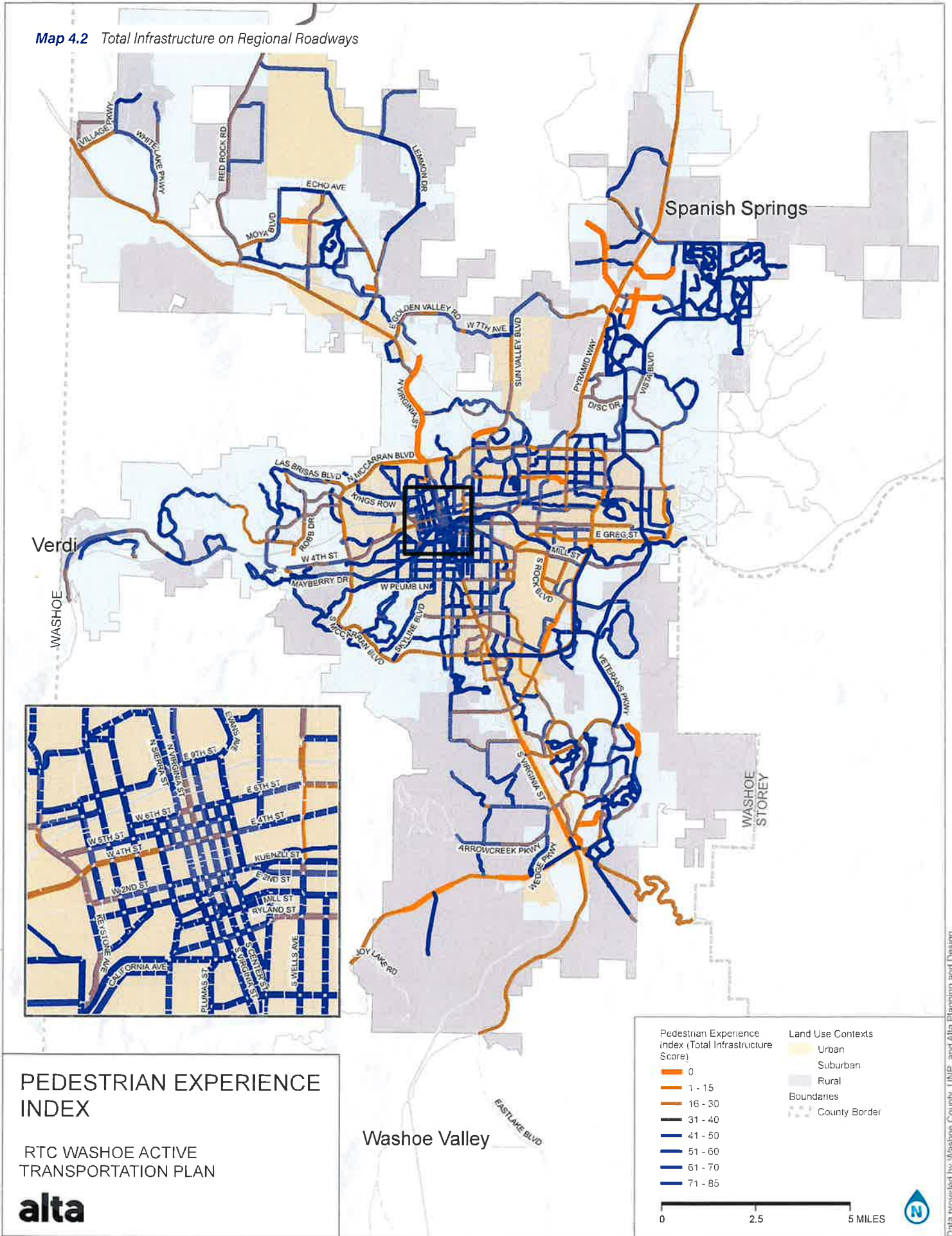
Table 4.3 Regional Typology Pedestrian Experience Index (PEI) (Arterials)

Regional Typology (Arterials)	Lowest Pedestrian Experience Score (0 - 100)	Average Pedestrian Experience Score (0 - 100)	Highest Pedestrian Experience Score (0 - 100)
Urban Arterial Major	11	36	65
Urban Arterial Minor	11	50	71
Suburban Arterial Major	0	33	60
Suburban Arterial Minor	0	38	76
Rural Arterial	0	33	60

Table 4.4 Regional Typology Pedestrian Experience Index (PEI) (Collectors)

Regional Typology (Arterials)	Lowest Pedestrian Experience Score (0 - 100)	Average Pedestrian Experience Score (0 - 100)	Highest Pedestrian Experience Score (0 - 100)
Urban Collector Commercial	23	53	69
Urban Collector Residential	50	57	70
Suburban Collector Major	32	45	62
Suburban Collector Minor	35	59	75
Rural Collector	26	42	62

Map 4.2 Total Infrastructure on Regional Roadways



ACTIVE TRIP POTENTIAL

Active modes often fill first- and last-mile gaps for transit trips and on their own may provide more flexibility for short trips that are not well-served by transit. Understanding demand for active transportation can help Washoe County guide growth and development to support sustainable transportation in two ways:

- Identifying areas where latent demand for active transportation exists, and supportive infrastructure could encourage more people to convert motor vehicle trips to active trips; and
- Identifying areas where many active trips are already made, and more development around those areas could build on existing strengths in the transportation network.

Not all locations can support active transportation modes easily because of unsupportive infrastructure or long distances from key destinations. While emerging technologies such as e-bikes and e-scooters provide new options, ranges, and convenience, their ability to affect change is still dependent on the surrounding land use and transportation context.

The RTC conducted an active trip potential analysis to identify areas of Washoe County where people make a high level of short vehicle trips and there is strongest potential to see a reduction of these trips if supportive infrastructure were available for people to choose active modes of travel.



Bicyclist waiting for green light at McCarran Blvd / Kietzke Ave intersection.

Methodology

This analysis used travel demand data from Washoe RTC travel demand model including :

- Average distances between each Traffic Analysis Zone (TAZ);
- Trips taken between each TAZ

This data was filtered for private vehicle trips within the Truckee Meadows modeled area and aggregated based on the TAZ-level geometries. The two data sources from Washoe RTC were joined so that the final data contained the origin TAZ, the destination TAZ, the average distance, and the number of auto trips.

Figure 4.4 on the following page illustrates the philosophy behind the classifications of trips, where trip distance is an indicator of the suitability for various mode shifts. Each pair was assigned an active trip mode based on the distance field:

- Trips less than 1 mile: Potential Walking Trips
- Trips 1 to 3 miles: Potential Biking Trips
- Trips 3 to 6 miles: Potential E-Bike Trips
- Trips over 6 miles: Not Suitable for Active Mode

The number and percent of trips for each TAZ was identified by mode shift suitability category. This helps to understand the starting and ending points of vehicle trips which may be accomplished with various active modes. The results of this analysis are presented [online](#) for dynamic visualization of origin-destination pairs and trip volumes. The results for each mode shift suitability category help provide a better understanding of the potential for active trips of any mode. Overall, the project team focused on the results of trips which are three miles or less which are highlighted in [Map 4.3](#). Detailed maps of the active trip potential across the Truckee Meadows are included in [Appendix A](#).

Summary of Findings

The results of this analysis highlight areas which have the greatest potential for capturing a high percentage of vehicle trips with active modes with supportive infrastructure investments. These results highlight the areas which have the greatest potential to shift vehicle trips to active modes helping to reduce vehicle emissions and providing a higher level of congestion relief on regional roadways.



Areas with short trip distances and dense destinations are prime locations for active transportation trips.

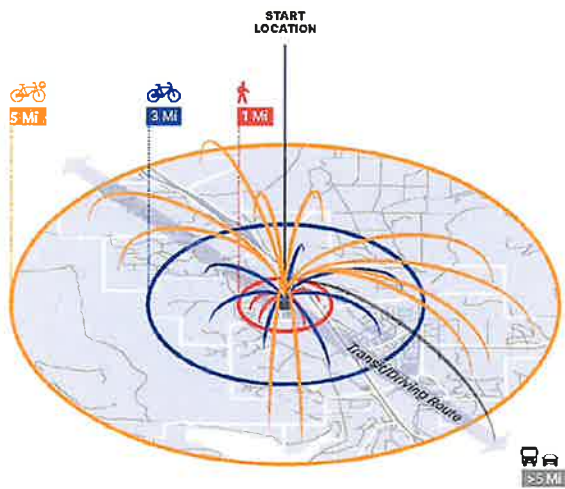
Walking - Active Trip Potential (ATP)

When considering areas with a high potential for walking trips, Central Reno, Central Sparks, West Reno, South Reno, and Sun Valley all have high proportions of trips which are under 1 mile which is within an achievable distance for people walking. The areas with the highest overall level of walking trip potential (trips 1 mile and under) are between the University of Nevada, Reno, downtown Reno, and Midtown. The area between Plumb Lane and Moana Lane and surrounding Meadowood Mall also have strong potential for converting short vehicle trips to walking trips.

Biking - Active Trip Potential (ATP)

A large proportion of trips within the Truckee Meadows that are currently completed with a vehicle fall between 1 and 3 miles which highlights the significant potential for shifting vehicle trips to this mode. The areas with the greatest bike potential are between South Reno and Central Reno and between the Grand Sierra Resort, Renown Medical, and downtown Reno. Additionally, the areas of higher density surrounding S. Virginia Street also have relatively large proportions of vehicle trips between 1 and 3 miles.

Figure 4.4 Active Trip Potential Concept Explainer




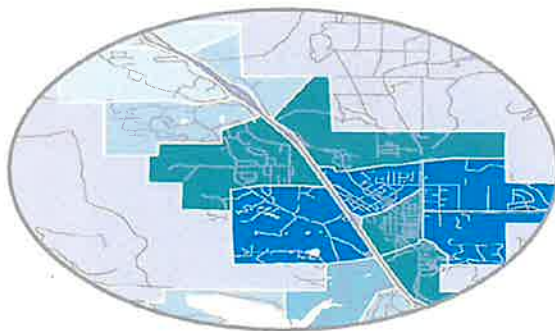
Active Trip Potential (ATP)

Identifies trips whose distances are short enough to be accommodated by walking or biking.

Our evaluation of ATP includes looking at the number of trips less than 3 miles.

Different modes are suitable for different trips based on the transportation options that support them.

-  Walk Trip Potential (0-1mi)
-  Bike Trip Potential (1-3mi)
-  E-Bike Trip Potential (3-5mi)
-  Drive and Transit Trip Potential (>6mi)

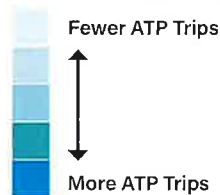


ATP Zonal Summary

When we look at all the activity occurring within a zone, we scrutinize both the estimated number of trips in the zone and their lengths. Locations with high rates short trips are potential candidates for active transportation investments.

ATP TRIPS

% of Trips less than or equal to 3mi



REGIONAL ACTIVE TRANSPORTATION GAPS

The RTC combine the results of each analysis above with the safety and equity needs identified in [Chapter 2](#) to create an overall understanding of where gaps within the active transportation network are within the Truckee Meadows. For the purposes of this analysis, the term “gap” represents a roadway section that acts as a barrier to active transportation in the region and has the potential to address equity needs and significant potential to support shifting vehicle trips to active modes with investments in supportive infrastructure through sidewalks, greater pedestrian buffer space, and low-stress bicycle facilities.

To identify gaps, the RTC combined the results of each analysis using the following methodology ([Table 4.5](#)). After assigning a score for each data metric, the roadway segments which scored within the highest 20% of all regional roadways were identified as Active Transportation Network Gaps with roadways with the top 5% of roadways acting as the most significant barriers in the Truckee Meadows. Gaps are highlighted on [Map 4.4](#) with the top 5% highlighted in red and those in the top 5 – 20% highlighted in orange.

These gaps will help inform the development of recommendations during NNP as key areas of focus. The RTC and stakeholders will work with the Active Transportation Technical Working Group to identify potential solutions for these identified gaps and other issues which may come to light during the neighborhood focus process.

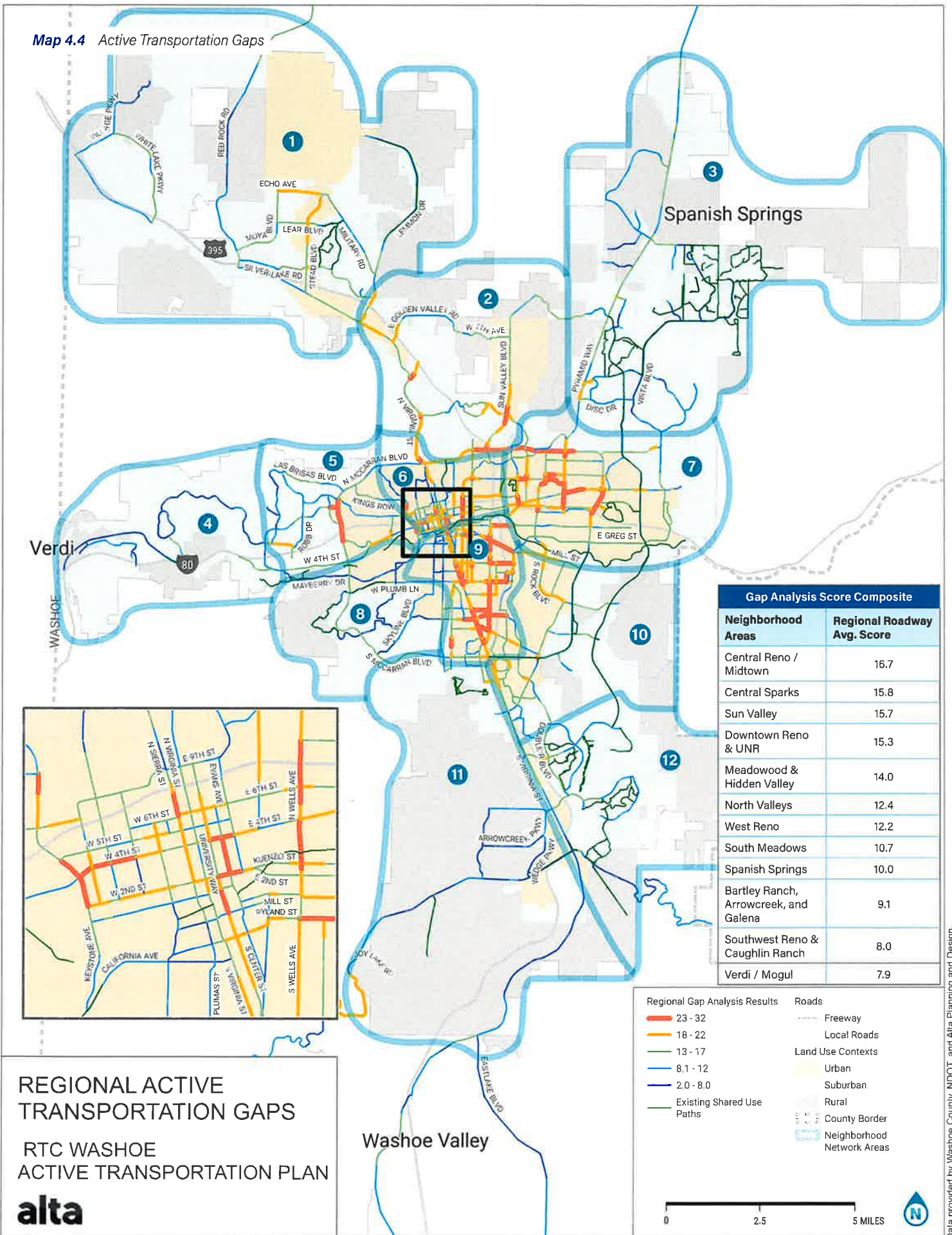


Gaps in the active transportation network can act as barriers to people walking, biking, and rolling.

Table 4.5 Regional Active Transportation Gap Scoring Methodology

Analysis Focus	Metric	Criteria	Max Points	
Safety	High Injury Network (roads)	If segment is on the HIN	5	10
	High Injury Network (intersections)	If segment has HIN intersection(s)	5	
Active Transportation Experience	Bicycle Level of Traffic Stress	BLTS Score	5	10
	Pedestrian Experience Index	Pedestrian Experience Index (Total Infrastructure Score)	5	
Equity	Equity Analysis	High Equity Need	10	10
Active Transportation Potential	Active Trip Potential Analysis	High Active Trip Potential in TAZ (average of those it touches)	10	10

Map 4.4 Active Transportation Gaps



Gap Analysis Score Composite	
Neighborhood Areas	Regional Roadway Avg. Score
Central Reno / Midtown	16.7
Central Sparks	15.8
Sun Valley	15.7
Downtown Reno & UNR	15.3
Meadowood & Hidden Valley	14.0
North Valleys	12.4
West Reno	12.2
South Meadows	10.7
Spanish Springs	10.0
Bartley Ranch, Arrowcreek, and Galena	9.1
Southwest Reno & Caughlin Ranch	8.0
Verdi / Mogul	7.9

- Regional Gap Analysis Results**
- 23 - 32
 - 18 - 22
 - 13 - 17
 - 8.1 - 12
 - 2.0 - 8.0
 - Existing Shared Use Paths
- Roads**
- Freeway
 - Local Roads
- Land Use Contexts**
- Urban
 - Suburban
 - Rural
- County Border**
- Neighborhood Network Areas**



REGIONAL ACTIVE TRANSPORTATION GAPS
 RTC WASHOE ACTIVE TRANSPORTATION PLAN
alta



Data provided by Washoe County, NDOT, and Alta Planning and Design.

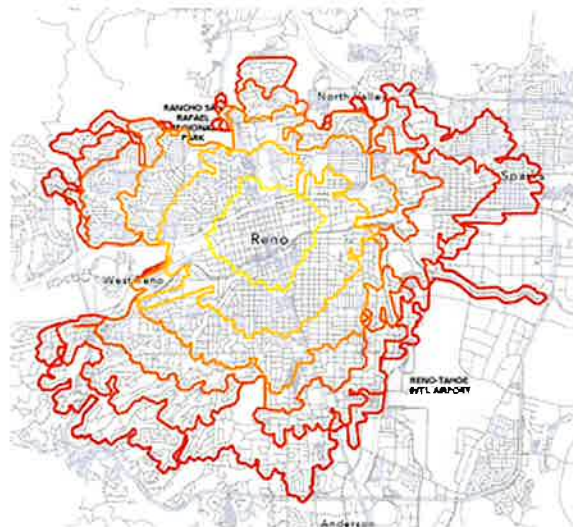
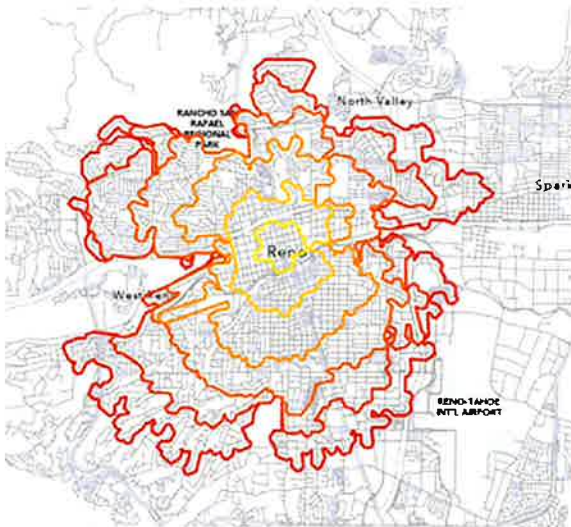
SCENARIO PLANNING

The RTC and project team collaborated to develop a custom GIS analysis toolbox which allows for scenario planning to identify the potential benefits to vehicle miles traveled, greenhouse gas emissions, and new bicycling trips from projects which enhance the bicycle level of traffic stress. By comparing the current levels of traffic stress on the network with the proposed or planned levels of traffic stress, the toolbox runs a comparative analysis to quantify potential benefits. This toolbox will allow the RTC to understand the larger benefits of linking projects together and assess the potential increases in access through low-stress bicycle facilities to key destinations such as schools, parks, government resources, and other community destinations. By leveraging the BLTS analysis results, the RTC can maintain an accurate baseline of the current network as projects come on line and continue to assess the future benefits of projects individually and compared to each other. This analysis toolbox will allow the RTC to focus resources in areas which provide the greatest benefit to active transportation across the network.

Furthermore, this toolbox will allow the RTC to assess how the low-stress network is growing within NNP areas and track performance metrics related to accessibility to key destinations through a low-stress network.

A representation of the outputs generated through this toolbox are highlighted in [Figure 4.5](#) below. The picture to the left highlights the potential distance traveled by a bicyclist from the center of Reno using the existing networks in five minute increments (bicycle access-sheds). This is compared with a scenario that envisions a network of low-stress bicycle facilities throughout downtown Reno. As shown, the potential increase in the distance traveled is significant including extending the furthest access-shed to South McCarran, South East McCarran, and into central Sparks. The results shown here highlight the potential benefits for a single location based on improvements to the network. When conducting full-scale scenario planning, the benefits across the Truckee Meadows are aggregated together to assess the holistic benefit across the network.

Figure 4.5 Bicycle Access-sheds (Before (left)/After (right))





Addressing the Issues



ADDRESSING THE ISSUES

This chapter presents the process that the RTC will apply throughout the Truckee Meadows to enhance the existing active transportation network and address issues identified through the existing conditions analysis (*Chapter 2*), public engagement process (*Chapter 3*), and in-depth network analysis (*Chapter 4*). What we heard through the public engagement process and what we see based on the multiple layers of data analysis can be summarized in the following points:

1. Residents within Washoe County are interested in walking and biking for a greater number of trips throughout their daily lives but generally do not feel comfortable traveling across major and minor arterials which are located between neighborhoods.
2. Arterial roadways throughout the urban, suburban, and rural contexts are uncomfortable for the average person walking and biking based on the lack of a connected network of bicycle and pedestrian facilities which include sufficient separation between high-volumes of automobile traveling at comparatively high-speeds and people walking or biking.
3. Addressing active transportation challenges within areas that have a history of safety issues, represent high levels of equity needs, and include a large proportion of short-vehicle trips present the greatest opportunities for enhancing the active transportation network and providing the greatest levels of benefits to the community in terms of increased access for people walking and biking.

In addition to the NNP Framework, this chapter presents recommended policies and programs which help to facilitate collaborative planning with local agency partners and provide supportive resources for people walking and biking. These recommendations will be further refined prior to implementation by the RTC based on collaboration with stakeholders and identification of potential funding streams.



Most bicyclists desire increased separation from vehicles on high-speed roads such as Airport Road.

NNP Framework

Introduction

Recognizing the unique transportation demands of individual neighborhoods, the NNP approach aims to create neighborhood-scaled bike and pedestrian plans. Each plan will assess existing conditions, identify transportation needs, and incorporate public input to establish a list of transportation improvement projects.

Key outcomes of the Neighborhood Active Transportation planning process include:

Active Transportation Network

Recommendations:

- Comprehensive proposals for enhancing and developing the active transportation network infrastructure, encompassing bike lanes, pedestrian pathways, and other modes of non-motorized transport.

Project-Specific Cost Projections:

- An estimation of the financial resources required for the implementation of specific projects within the Active Transportation Plan, helping in budgetary planning and allocation.

Prioritized Neighborhood Projects:

- A ranked list of projects based on predetermined criteria, ensuring that the most critical or impactful initiatives are addressed first, aligning with the overall goals of the neighborhood and the regional plan.

Identified Quick-Build Opportunities:

- Recognizing and highlighting projects that can be rapidly implemented with relatively low resources, facilitating quick improvements to the active transportation infrastructure, and addressing immediate community needs.

Localized initiatives for education and encouragement:

- Each plan will identify strategies for the RTC to engage the public including education campaigns and encouragement events based on the localized needs of the neighborhood.

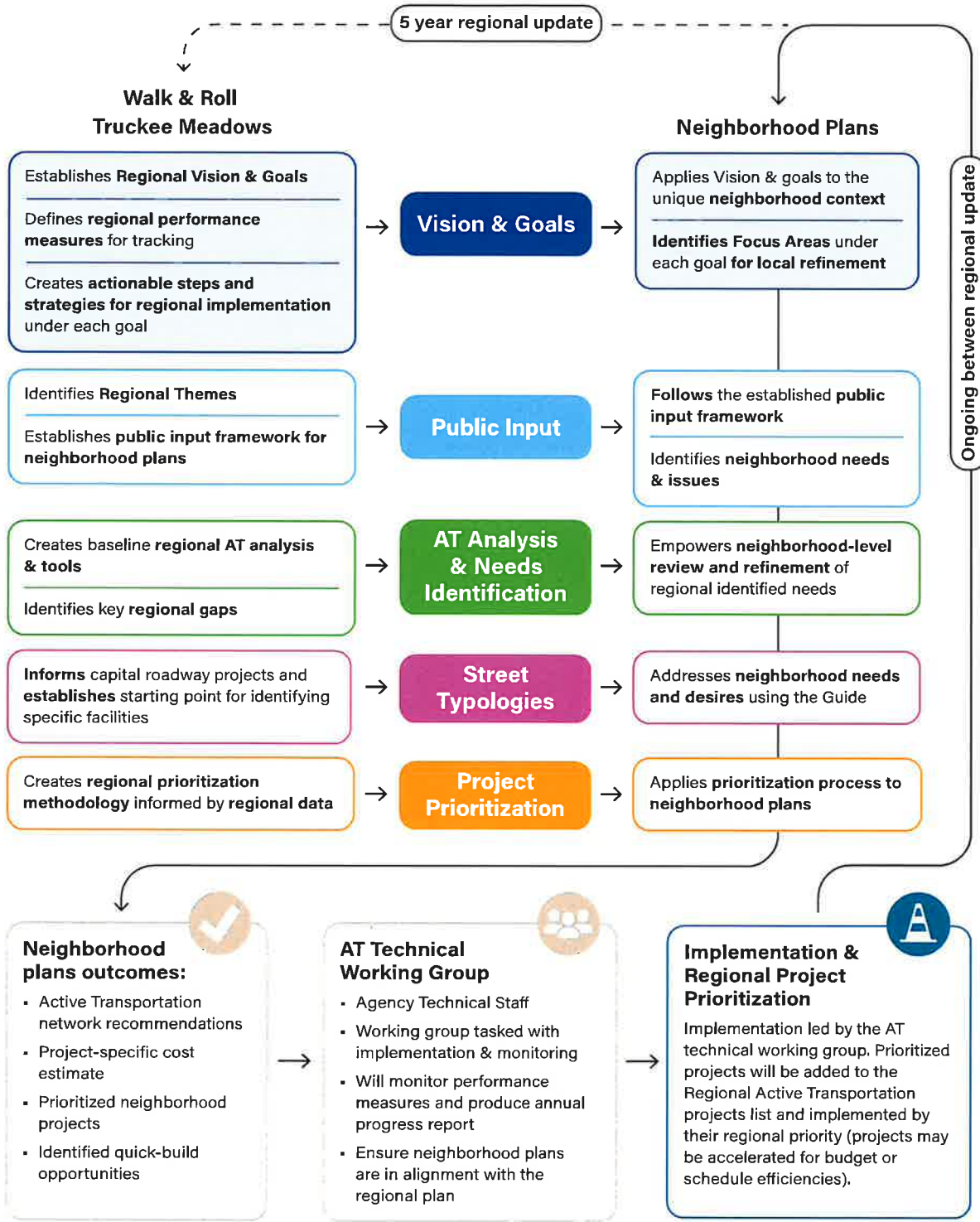
RELATIONSHIP WITH THE REGIONAL ATP

The Regional ATP establishes vision and goals and defines regional measures for tracking performance. The Regional ATP will inform Neighborhood Plans through the development of region-wide analysis data layers and the creation of a scenario testing tool to gauge benefits to accessibility and mode shift potential based on improvements to the bicycle network. The Neighborhood Plans will apply the regional vision, goals, prioritization, and street typology guide developed through the Regional ATP to the neighborhood context to identify the specific recommendations that will address neighborhood needs. The Regional ATP will establish the framework for conducting Neighborhood Plans including the process for reviewing existing conditions, engaging with the community, developing recommendations, and applying the regional prioritization to identified neighborhood projects. This process will mirror itself across each of the twelve distinct neighborhoods outlined in this plan. This approach aims to both identify opportunities for collaboration and synergy within each neighborhood and guarantee regional connectivity by coordinating with other Neighborhood Plans at a network level.

PEER-CITY EXAMPLES OF NNP:

- Boise, ID - The Ada County Highway District (ACHD) conducts neighborhood planning and results from each plan are included in their Integrated Five-Year Work Plan (IFYWP).
- Denver, CO - Denver's Community Transportation Networks initiative identifies three areas for focused engagement to facilitate community collaboration in planning active transportation networks.

Walk & Roll Neighborhood Planning Process



IMPORTANCE OF EQUITABLE PLANNING

Each of the twelve identified neighborhoods has unique needs and desires regarding active transportation as well as different needs for engagement. To create a deeper understanding of needs across the community, the RTC will tailor engagement strategies and methods to the needs of each neighborhood including providing language-specific outreach materials and staff at engagement events as needed from neighborhood to neighborhood.

NNP AREAS

To facilitate targeted engagement and analysis within focused areas, the Truckee Meadows region has been subdivided into twelve generalized NNP Areas. Each area will be the focus of a targeted Neighborhood Plan which follows the framework laid out in this section. Neighborhood Plan areas were selected based on the existing areas of high active trip potential, geographic distance, and typical distribution of short trips as well as existing geographic boundaries and political borders. Boundaries of neighborhood plans are intended to be flexible to allow RTC to proactively plan connections to nearby destinations or incorporate other planned improvements within a short distance of the NNP Area boundary. *Figure 5.1 - NNP Area Boundary Selection* visually shows how various datasets are considered to formulate the planning areas. The twelve NNP Areas listed to the right and shown in *Map 5.1 - NNP Areas*. These areas are subject to change or be combined for planning efficiencies when necessary or advantageous as determined by the RTC Washoe.

Neighborhood Plan Areas:

1. North Valleys
2. Sun Valley & Panther Valley
3. Spanish Springs
4. Verdi / Mogul
5. West Reno
6. Downtown Reno & UNR
7. Central Sparks
8. Southwest Reno & Caughlin Ranch
9. Central Reno / Midtown
10. Meadowood & Hidden Valley
11. Bartley Ranch, Arrowcreek, and Galena
12. South Meadows



Neighborhood Network Plans will help create connections within and between neighborhoods for people walking, biking, and scooting.

Neighborhood Planning Areas in Truckee Meadows Delineation Process

The Truckee Meadows Region has been divided into twelve focused Neighborhood Planning Areas for analysis, engagement, and development of recommendations:

- High-need equity zones: Health, socioeconomic, and environmental data inform transportation decision-making in these areas to address inequalities.
- School zones to align with existing boundaries for school-related transportation trips.
- Existing active trip demand: these include areas with frequent walking, biking, and local travel to encourage sustainable transport options.
- Municipal boundaries

Boundaries can be subject to adjustments/changes to plan connections and incorporate nearby improvements for optimal connectivity.

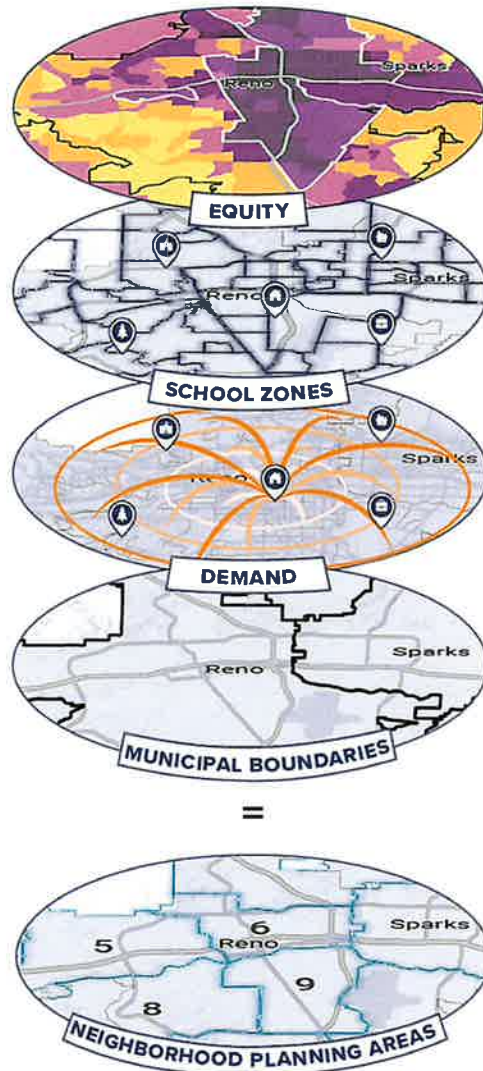
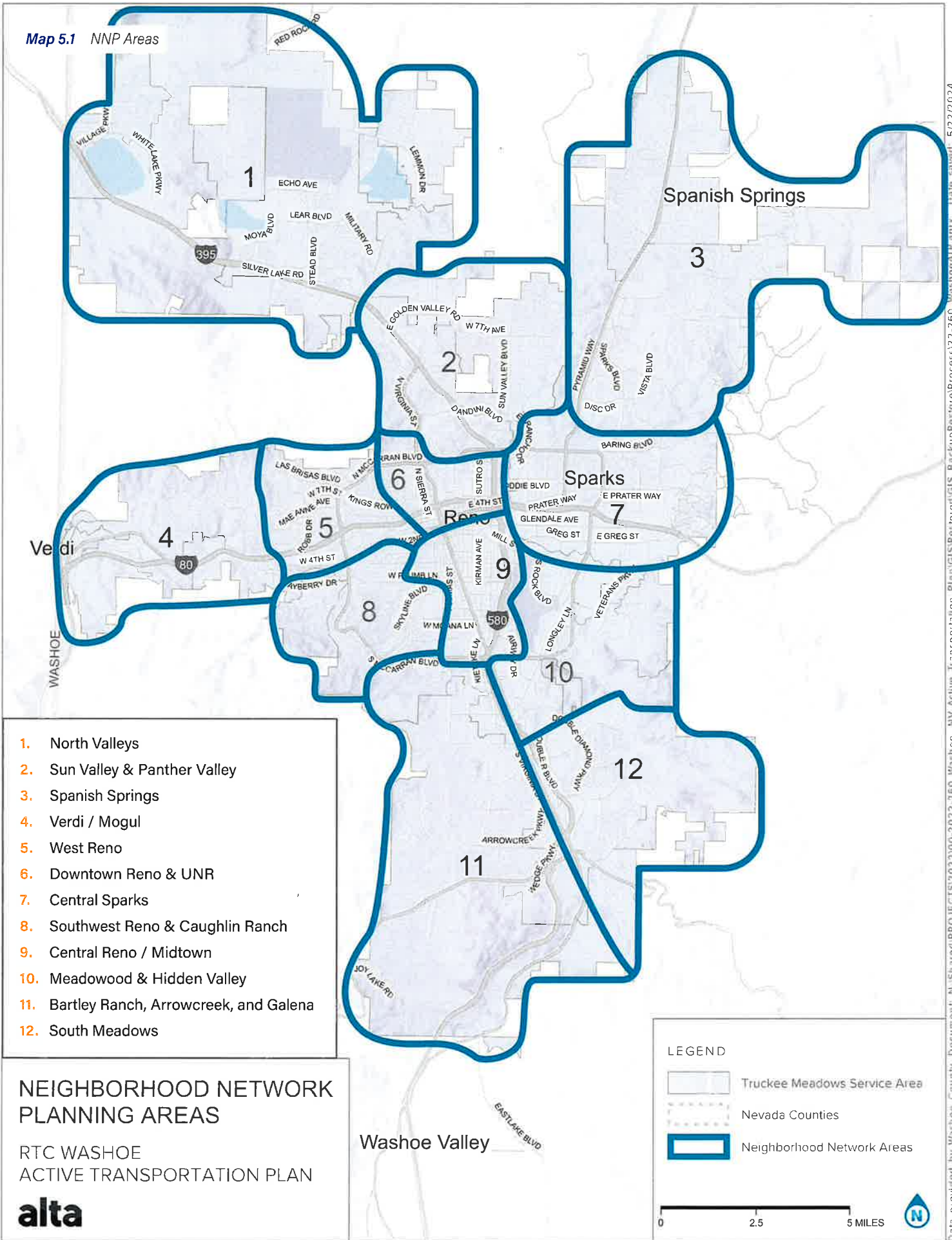


Figure 5.1 NNP Area Delineation

Map 5.1 NNP Areas



- 1. North Valleys
- 2. Sun Valley & Panther Valley
- 3. Spanish Springs
- 4. Verdi / Mogul
- 5. West Reno
- 6. Downtown Reno & UNR
- 7. Central Sparks
- 8. Southwest Reno & Caughlin Ranch
- 9. Central Reno / Midtown
- 10. Meadowood & Hidden Valley
- 11. Bartley Ranch, Arrowcreek, and Galena
- 12. South Meadows

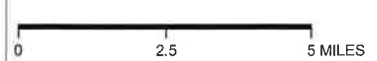
NEIGHBORHOOD NETWORK PLANNING AREAS

RTC WASHOE
ACTIVE TRANSPORTATION PLAN



LEGEND

- Truckee Meadows Service Area
- Nevada Counties
- Neighborhood Network Areas



NNP Process

Interpretation of Regional Vision & Goals

Neighborhood plans will adapt the regional vision and goals to the local context while aligning with overall objectives. The Vision and Goals identified in the Walk & Roll Truckee Meadows Plan represent the goals for active transportation across the Truckee Meadows region, however, the interpretation of the regional vision and goals is intended to be applied through the unique lens of each neighborhood. While the overarching vision and goals for the Walk & Roll Truckee Meadows plan will inform the Neighborhood Plans, each neighborhood may choose to emphasize certain goals based on the unique context and values of the respective neighborhood. This flexibility allows neighborhood-level customization while aligning with the overall regional goals of the Walk & Roll Truckee Meadows Plan. This process will help guide the development of recommendations and their implementation when considering neighborhood projects at a regional level.

PUBLIC INPUT

Utilizing Regional Public Input Framework

Neighborhood plans are intended to be mini-active transportation plans conducted within the small neighborhood area which brings neighbors together to identify issues and solutions to improving the streets and trails they know intimately. To empower strong collaboration with members of the community, the RTC will follow a typical outreach framework including virtual and in-person engagement options used during the regional ATP and multiple touchpoints throughout the neighborhood plan process. Each Neighborhood Plan will follow a similar framework to provide a consistent approach to engagement

across the Truckee Meadows. This will ensure that each Neighborhood Plan includes the following baseline elements for engagement during a Neighborhood Plan:

- **Public Engagement Plan** - Prior to undertaking a Neighborhood Plan, the RTC should develop a public engagement plan specific to the neighborhood. This outline for public engagement should specify the specific stakeholders, organizations, touch points, and outreach methods that will be most effective for reaching and engaging the public.
- **Public workshops**
 - ♦ Listening Workshop - The development of each neighborhood plan will include a public workshop at the beginning of the plan intended to gather direct feedback and assess the needs from local neighborhood residents. This will include an opportunity to review regionally identified needs and provide comments or identify potential solutions.
 - ♦ Solutions Workshop - Following the identification of neighborhood needs and review of regional data by neighborhood residents, the RTC will conduct another public workshop to collaborate with the public to address identified needs starting with concepts included in the Regional Streets Typology Guide.
- **Online/social media** - The RTC will use social media to help advertise and promote in-person and online outreach efforts for each Neighborhood Plan.

- **Neighborhood Plan Webpage** – All information and materials for each Neighborhood Plan will be hosted on the RTC website with a dedicated webpage for each Neighborhood Plan. The RTC will develop each webpage in concert with the development of the Neighborhood Plan. Once the plan is completed, the RTC will continue to maintain the page with relevant information and a copy of the completed plan.
- **Survey and Interactive Comment Map** – To augment the public workshops, the RTC will provide an online interactive map for identifying specific needs and issues throughout the neighborhood. This information will provide context for network planning during the recommendations phase of the neighborhood plan.

Identification of Neighborhood-Specific Engagement Methods

The specific methods used within each neighborhood may vary based on the needs of the community including providing language-specific outreach or a greater reliance on in-person or paper-based outreach for seniors. While the general approach to engagement will follow the Public Input Framework identified in the Regional ATP, each Neighborhood Plan may involve a different blend of engagement offerings based on the needs of the community. Before the kick-off of each Neighborhood Plan, the RTC will conduct a high-level review of socioeconomic data to gauge the level of need for unique or tailored outreach strategies or materials and create a custom Neighborhood Engagement Plan to guide the outreach for the Neighborhood Plan, such strategies may include the following:

- Focus groups with specific target groups to assess needs and issues (~~ex. Seniors, Youth, Latinx community~~).
- Postcard mailers in English and Spanish sent to all residents in the neighborhood with a link and QR code to the project webpage.
- Yard Signs provided for visibility including project webpage link and QR code.
- Additional public workshops as needed for consideration of issues or potential solutions.
- Intercept surveys
- ~~Compensation~~ Incentives for public participation in areas with equity concerns

ACTIVE TRANSPORTATION ANALYSIS

The Regional ATP represents a comprehensive approach to walking and bicycling infrastructure and programs across Truckee Meadows. Regional networks link communities and connect to local networks to support shorter trips for both pedestrians and bicyclists.

The Regional Active Transportation Plan provides a comprehensive baseline analysis of active transportation networks and needs across the Truckee Meadows region to help inform decision-making during Neighborhood Plans. This analysis is summarized below and described in detail within [Chapters 3 and 4](#). The baseline analysis includes the following datasets:

- **Bicycle Level of Traffic Stress (BLTS)** – Scores level of comfort for streets for cyclists, considering factors like traffic speed, volume, and infrastructure (bike lanes, etc.).
- **Pedestrian Experience Index** – Similar to BLTS, this evaluates the level of comfort for streets and areas, considering factors like sidewalk quality, safety crossings, and access to amenities.
- **Transportation Equity Analysis** – Examines level of equity based on composite scores of opportunities + accessibility, affordability, vulnerability, engagement, health + safety, and environmental justice.
- **Active Trip Potential** – Identifies trips whose distances are short enough to be accommodated by walking or biking.
- **Regional High Injury Network (Intersections & Road Segments)** - Identifies intersections and road segments with high rates of crashes and injuries, focusing on specific regions.
- **Regional Gap Analysis** – This summary layer combines the five metrics above into a single analysis layer which identifies the regional roadways which act as the greatest barriers to active transportation in the region.

These datasets will help to inform the needs identification and network planning process of the Neighborhood Plans. Additionally, the Regional Active Transportation Plan included the creation of a scenario testing tool that allows the RTC to evaluate before and after enhancements in accessibility and modal shifts from improvements to the bicycle network. Using this tool, the RTC

will be able to conduct scenario testing which may combine projects linking neighborhoods and those across multiple neighborhoods to assess the benefit to the larger community.

Neighborhood-Specific AT Analysis

Neighborhood plans will use the regional-level data layers to help identify existing neighborhood needs and desires for active transportation. This process will include working with the neighborhood community to identify key connections and consider existing concerns or gaps within the network that may present opportunities for improvement. This process will help to contextualize the regional-level analysis and identify the most pressing need for those living within each neighborhood.

BASIS FOR RECOMMENDATIONS

Street Typology Guide Application

The NNP process will focus on regionally identified needs within the transportation network and help facilitate a discussion between RTC staff and local residents to identify the best options for addressing those needs while fitting within the neighborhood context. This discussion will be informed by the Street Typology Guide ([Appendix C](#)) which identifies generally suitable facilities for pedestrians and bicyclists on regional roadways of various sizes (Arterial/Collector, Major/Minor) in different development contexts (urban / suburban / rural); this provides a starting point for identifying planning-level corridor improvements on regional roadways. While the typology guide identifies appropriate active transportation elements for a given roadway, it is also intended to allow flexibility to respond to unique corridor characteristics such as ROW widths, the presence of transit, or other unique characteristics. This process will help to select facility recommendations which fit within the neighborhood context as determined by local neighborhood residents¹.

Quick-Build Opportunities Identification

During the development of project recommendations, the RTC will collaborate with neighborhood residents and stakeholders to identify opportunities to install quick-build style improvements to provide rapid response to identified needs. Quick-build style improvements use low-cost materials to reformat roadway space into more designs which are more accommodating for pedestrians and bicyclists while not requiring significant investments of capital through extensive construction efforts. Quick-build projects provide a strong opportunity to test community generated recommendations and adjust the design prior to constructing long-term improvements. This is a strong option for projects which have a high estimated cost and a high identified regional priority. Installing a quick-build style improvement of the identified recommendation will allow the RTC and community to recognize immediate benefits while designing and allocating funding for a more long-term improvement. These improvements can also build momentum and trust in the planning process.

Cost Projections for Recommended Improvements

Projects recommended within each Neighborhood Plan will include a planning-level cost estimate to identify a high-level cost for developing the improvement. This information will be based on the latest available information and will be a key input for guiding the implementation of the recommendation. The RTC will use the estimate cost to help inform funding and implementation decisions including the consideration of quick-build style improvements and the most appropriate source of funding.

Consideration of Funding Sources

Projects identified through the NNP process may be eligible for different sets of funding based on their location, identified needs, conceptual design, and overall complexity. Each Neighborhood Plan will identify potential funding sources for each identified project which will be used by the Active Transportation Technical Working Group (ATWG) to apply appropriate funding to different projects.

Neighborhood Project Prioritization Process

The prioritization process identified under the Walk & Roll Truckee Meadows Plan represents the regional transportation priorities for implementing improvements for people walking and rolling in the community. Each neighborhood plan will apply the regional prioritization process to the identified recommendations to highlight the projects of the greatest need within the community.

Local Community-Driven Projects

Though the NNP process is intended to identify improvements on regional roads, this process may identify projects which require adjustments to local or private roads. Projects such as these will be an opportunity to coordinate with local agency partners at the City or County to communicate the identified need and create options for addressing it.



The 5th Street project is an example of local quick-build project implementation.

¹ Final recommendations will be approved based on engineering judgement and best practices. The RTC will provide design guidance and direction to identify feasible recommendations which support the project goals to the extent practicable.

Final Neighborhood Plan

Once completed, a Neighborhood Plan will include the following items to inform active transportation projects going forward:

Community Vision and Priorities

- This will include summaries of key goals and aspirations for the neighborhood's active transportation network, aligning with the goals of the Regional Walk & Roll Truckee Meadows Plan.
- May include highlighting recurring themes and suggestions gathered through public engagement, highlighting neighborhood-specific community participation.

Regional Connections

- Neighborhood plans should consider regional connections and adjacent neighborhoods to foster seamless travel, expand access to destinations across the region, and contribute to a more vibrant and interconnected community.
- This collaborative approach ensures broader impact and informs the development of subsequent plans, maximizing their effectiveness.

Prioritized Neighborhood-Project List

- Each plan will provide a ranked list of specific projects deemed critical for achieving the neighborhood's key goals based on the regional prioritization process.

Neighborhood Quick-Build Opportunities

- Identified projects that can be implemented swiftly and economically, generating early wins and encouraging further investment.
 - ♦ Examples: Crosswalk enhancements, temporary protected bike lanes, and neighborhood traffic calming elements.

Implementation Strategies

- An outline of the steps and resources needed to bring priority projects to fruition.
 - ♦ These may consider partnerships with local organizations, funding opportunities, identifying construction timelines that align with ongoing development, etc.

Neighborhood-Specific Education and Encouragement Activities

- Neighborhood plans will highlight existing education and encouragement activities and identify potential new initiatives within the community based on local community input and needs.

These outputs will be carried forward to the Active Transportation Technical Working Group for consideration and potential allocation of funding for identified projects. The AT Technical Working Group is described in further detail below.

AT Technical Working Group & Regional Prioritization

AT TECHNICAL WORKING GROUP COMPOSITION & ROLE

The Active Transportation Technical Working Group (ATWG) is intended to be an interagency group responsible for prioritizing the active transportation projects identified in Neighborhood Plans at a regional level. The group is based on similar regional implementation groups such as the Pavement Preservation Committee and its composition ensures representation for each city and the county for diverse perspectives and expertise when allocating funding and resources.

The ATWG will be comprised of planning, engineering, and maintenance staff from the Regional Transportation Commission, City of Reno, City of Sparks, Washoe County, and the Nevada Department of Transportation as appropriate. Additional members may include planning staff from the Washoe County School District, Reno-Sparks Indian Colony, or others as deemed necessary by the RTC.

NNP Involvement

The ATWG will support project prioritization and oversight of active transportation projects across the region and provide high-level oversight of the NNP process. This group will support NNP by providing feedback on draft plans and providing technical guidance and support as needed related to facility selection and design. Furthermore, this group will provide input on the sequencing of neighborhood plans with an emphasis on areas with the greatest equity needs, issues of pedestrian and bicycle safety, potential for active transportation trips, and identified gaps in the active transportation network.

REGIONAL PRIORITIZATION FRAMEWORK

Projects identified through Neighborhood Network Plans will be addressed in a variety of ways based on their overall complexity, existing projects, and funding availability. Projects identified by the ATWG as standalone Active Transportation projects (i.e. requiring RTIP programming or discretionary grant funding) will be prioritized on a regional basis to ensure the RTC focuses funds on those projects which provide the greatest benefits to the active transportation network based on a data-driven approach ([Table 5.1](#)). This prioritization process is based on the community and stakeholder identified goals in this plan and help support the on-going performance measures for active transportation highlighted in [Chapter 6](#).

MONITORING AND ADAPTATION

Performance Metrics

The ATWG plays a crucial role in guaranteeing the impact of this plan aligns with its intended goals. By conducting in-depth analyses of connectivity, safety, and usage data, the ATWG will use the performance metrics in this plan (see [Chapter 6](#)) to assess the effectiveness of each initiative. This data-driven approach will not only reveal opportunities for improvement but also ensure transparency to the public regarding the actionability and real-world impact of these plans.

In essence, these plans will embrace an adaptable approach. Real-world data and resident feedback serve as constant sources of improvement, informing ongoing revisions to the plan. The ATWG acts as a dedicated monitoring body at the heart of this process.

Table 5.1 Project Prioritization Framework

Type	Question	Pts by Type	Percent of Total
Safety	Is the project include improvements on a High Injury Network roadway?	15	30%
	How many miles of the HIN will this project address?		
	Does this project include improvements at High Injury Network intersections? If so, how many?		
	If so, how many?		
Equity	Is the project in a federally defined Justice 40 zone?	10	20%
	Is the project in an Equity Priority Zone (Alta identified disadvantaged area)?		
Network Enhancement	What is the estimated improvement in the level of bicycle stress from this project?	10	20%
	Does this project address an existing sidewalk gap?		
Regional Network Gaps	Does the project address existing regional gaps in the active transportation network?	5	10%
Transit Connections	Is the project on an existing fixed route transit line?	5	10%
	If so, does the route have higher than average ridership?		
	Are there ADA deficient Bus Stops along the corridor within the project limits? (If so, how many?)		
	1 - 2		
	3 - 5		
	6+		
Community Connections	Is the project within 1,000 feet of essential services including governmental services, affordable housing, medical services, educational services, or other?	5	10%
	Is the project within 1,000 feet of a Washoe County School District school?		
	Additional points for each school within 1,000 feet of the project (up to 2 additional points)		

Annual Progress Reports

The ATWG will oversee development of an annual progress report summarizing progress completed in the previous year on active transportation planning and implementation over the previous year. The progress report will be available to stakeholders, community organizations, elected officials, and the general public in order to enhance transparency and accountability. These reports will serve as a clear and concise snapshot of the community's progress towards enhancing the active transportation network. By presenting a comprehensive annual progress report, the aim is to foster trust and collaboration with stakeholders, ensuring the plan remains accountable and responsive to the needs of the community. Reports will include updated tracking of performance metrics and an overview of recently completed projects and plans over the past calendar year. For example, Blueprint Denver produces an annual progress report in the form of a storymap available in an accessible web format for Denver residents.

Neighborhood Network Plan Updates

Neighborhood Network Plans are intended to be living documents updated on a semi-regular basis or approximately every 5 years between updates to the regional active transportation plan to reflect changing needs and circumstances. Updating Neighborhood Network Plans may involve completing a new plan or reviewing and updating the previous plan based on changing needs and circumstances within each neighborhood area and at the discretion of the RTC.

A light revision might be sufficient for addressing minor changes or incorporating new information. However, comprehensive updates or even entirely new plans may be necessary for neighborhoods experiencing significant transformations, such as rapid growth, major infrastructure projects, or identified equity concerns.

Neighborhood Network Plan Updates may be prioritized based on several key factors such as:

- **Equity:** Ensuring underserved areas receive timely attention to address historical inequities.
- **Safety:** Focusing on neighborhoods with high accident rates or lacking safe infrastructure.
- **Growth:** Prioritizing areas experiencing rapid development or population increases.
- **Capital Projects:** Aligning plan updates with major infrastructure projects for optimal synergy.

By adopting a flexible and data-driven approach to updates and prioritization, RTC can ensure that each neighborhood has a plan that effectively reflects its unique needs and aspirations.

NNP Framework Summary

The NNP Framework and implementation outlined above represent steps to create a more connected active transportation network through community-driven action and vision. The new Active Transportation program managed by the ATWG will oversee planning and implementation throughout the region moving forward which will result in a more streamlined and efficient process for planning and constructing active transportation improvements within neighborhoods across the Truckee Meadows. Through collaborative efforts, strategic partnerships, and ongoing monitoring, the NNP process will ensure that active transportation planning meets the various active transportation needs of the Truckee Meadow's diverse neighborhoods while aligning with regional goals and priorities.

Regional Street Typology Guide

The RTC Street Typology Guide, included in [Appendix C](#), represents a systematic approach to prioritizing the safety and comfort of pedestrians and cyclists on regional roads in Washoe County. The guide is a starting point to inform design decisions and support a collaborative planning process during Neighborhood Network Plans.

The guide illustrates practical examples of strategies to accommodate active transportation across all ten regional roadway typologies. The guide describes the preferred strategy for separating modes on regional roads based on the land use context. Additionally, the guide notes the preferred facility type as well as the preferred widths for each facility and any required buffers; minimum widths are also noted for constrained locations. In order to support quick-build project implementation, the guide highlights potential treatments and strategies for using quick-build materials.

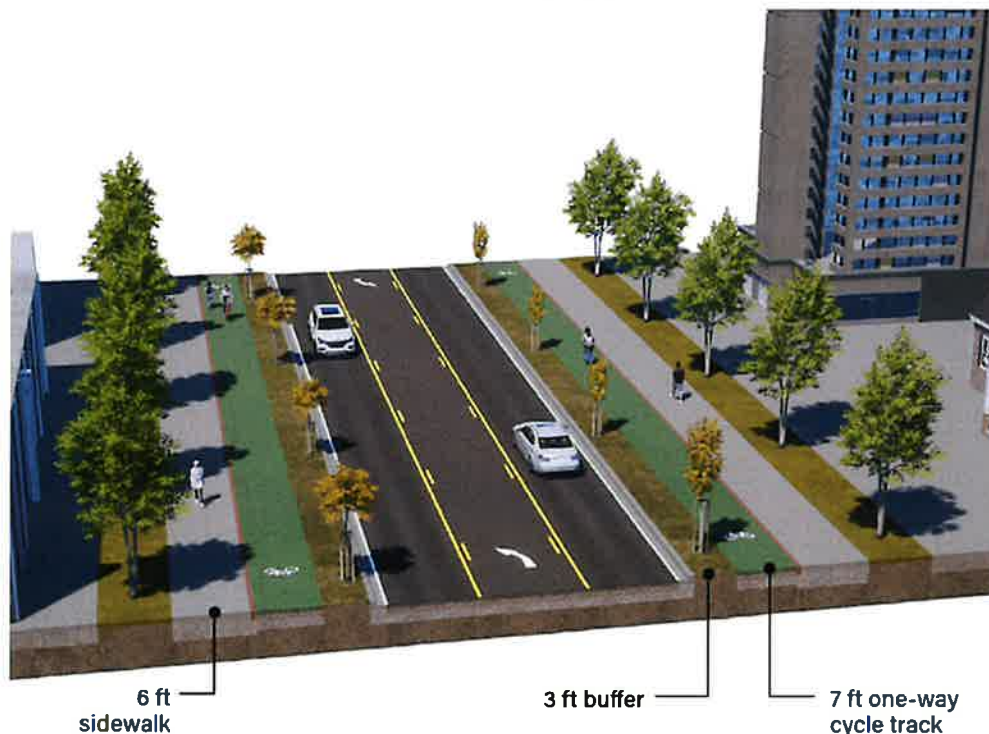


Figure 5.2 Preferred separation style example included in RTC Street Typology Guide.

Recommended Policies & Programs

Complete Streets Policy

The RTC Washoe adopted the Complete Streets Master Plan in July 2016 which includes the definition of, vision for, and general approach to implementation of Complete Streets within the Truckee Meadows. While this plan includes many of the ten elements of a comprehensive Complete Streets Policy, these are spread throughout the document and not contained within a single cohesive statement of policy. It is recommended that the RTC and local agency partners refine their Complete Streets Policy to be a cohesive and standalone policy document that clearly identifies all ten elements identified by the National Complete Streets Coalition² of a model Complete Streets Policy as listed below.

1. **Vision and Intent** – Specifies an equitable vision and need for creating a complete, connected, network for active modes.
2. **Diverse Users** – Focuses benefits on all users equitably, particularly for vulnerable users and underinvested communities.
3. **Commitment in all projects and phases** – Applies to all new, retrofit / reconstruction, maintenance, and on-going projects.
4. **Clear, accountable expectations** – Identifies a procedure for when exceptions to Complete Street designs including high-level approval and public notice of granted exceptions.
5. **Jurisdiction** – Requires interagency coordination between government departments and partner agencies.
6. **Design** – Directs the use of the latest and best design criteria and guidelines.

7. **Land Use and Context Sensitivity** – Considers surrounding community's current and expected land use and transportation needs.
8. **Performance Measures** – Establishes performance standards that are specific, equitable, and available to the public.
9. **Project Selection Criteria** – Provides specific criteria to encourage funding prioritization for Complete Street implementation.
10. **Implementation Steps** – Includes specific next steps for implementation of the policy.

Formalizing the shared vision for and commitment to design and implementation of Complete Streets across transportation projects will help to ensure that streets are safe for people of all ages and abilities and balance the needs to different modes across the Truckee Meadows. Once formalized and adopted by the RTC and local jurisdictions, this policy should remain available online for easy reference by agency partners and the community at large.



²The Elements of a Complete Streets Policy, Smart Growth America and National Complete Streets Coalition, (2023). Pg. 1 (<https://smartgrowthamerica.org/wp-content/uploads/2018/02/Complete-Streets-Policy-Framework.pdf>).

Local Roadway Standards

The RTC Streets & Highways Policy presents the strategy to implementing projects on regional roads throughout the Truckee Meadows through specific project types. This policy provides conformity on implementation throughout the region while working within the existing local zoning codes and roadway standards. All three local entities (City of Reno, City of Sparks, and Washoe County) maintain standards for the construction of roadways within their jurisdiction including typical cross-sections, lane widths, and accommodations for pedestrians and bicyclists. While these standards are largely similar, they vary slightly in their requirements for overall roadway widths and pedestrian and bicycle accommodations. Currently, Washoe County roadway standards indicate that bicycle facilities should be provided in accordance with the RTC Bicycle and Pedestrian element of the Regional Transportation Plan.

There is an on-going regional effort to update local roadway standards for a greater level of consistency across all three jurisdictions which could include updating the standards from both City entities to provide bicycle facilities in accordance with the RTC Bicycle and Pedestrian element of the Regional Transportation Plan. This would help to ensure a consistent application of active transportation facilities on regional roadways throughout the Truckee Meadows. It is important to note that the Regional Streets Typology Guide is intended to complement the local design standards within each partner jurisdiction and work within local zoning codes, ordinances, and design standards as they are maintained and updated by local partners.



Cyclists, pedestrians, and drivers traveling comfortably along tree lined Riverside Drive

RTC Neighborhood Greenways Program

While the RTC maintains regional roadways in the Truckee Meadows, the NNP process may consider connections on local neighborhood roads to create low-stress connections while larger scale projects on regional roads are designed and constructed or longer-term improvements when regional roads have significant constraints which may prevent the implementation of a low-stress facility. In these instances, it is recommended that the RTC partner with the local roadway owner (City of Reno, City of Sparks, or Washoe County) to implement traffic-calming improvements to create a low-stress connection on local streets also known as a Neighborhood Greenway or Neighborhood Byway. This type of program has been applied in cities across the country to provide important connections between and within neighborhoods as longer-term improvements are planned, designed, and funded for construction.

Using this strategy, the RTC and local entity would collaboratively identify appropriate traffic-calming measures for the local street which adhere to each entity's traffic-calming policy or guide (further detailed below). Additionally, these projects would identify crossing improvements at intersections with higher-level streets (arterials and collectors). These improvements could include crossing improvements such as signals, crosswalks, curb extensions, curb ramps, signage, and street markings as well as way-finding signage, modal filtering, and connections to nearby bicycle routes. Neighborhood Greenways may not be appropriate on all local streets and should be prioritized on streets with the following characteristics:

- Direct connections between neighborhood destinations
- Low vehicle speeds
- Low traffic volumes



Figure 5.3 Example of modal filtering on Neighborhood Byway (Provo, UT).



Figure 5.4 Neighborhood Greenway with reduced speed limit (Portland, OR).

- Greening or shade elements including trees and other landscaping along the route (when available)

To support the implementation of neighborhood greenways, the RTC may consider modifying existing policy or developing a focused grant program for local entities. This could include adding a definition for neighborhood greenways as part of the existing definition of regional roads to support usage of existing additional funding for traffic-calming improvements on these select roadways. In developing a focused grant program for local entities specifically for traffic-calming on neighborhood greenways, the RTC could ensure the implementation of high-quality improvements on candidate streets.

RTC E-bike Incentive Program

Electric bikes (e-bikes) have grown significantly in popularity in the past five years and have been shown to encourage increased levels of bicycle usage and replacement of vehicle trips⁴ as well as empowering seniors to bicycle⁵. In order to encourage greater adoption of this mode and make these vehicles more affordable for those who wish to use an e-bike, local and state entities from across the country have implemented incentive programs of various forms since 2018. Programs such as these have been implemented in areas as various as Hawaii, Iowa, Maine, Wisconsin, Colorado, and North Carolina⁶. These programs provide either a point-of-sale or post-sale discount on electric bikes directly to the consumer and some programs provide higher rebates based on income levels. Research into the effectiveness and benefits of these incentive programs from the National Center for Sustainable Transportation highlight that

those who received a rebate to purchase an e-bike engaged in an increased level of bicycle activity after purchasing an e-bike and nearly 40% replaced at least one weekly vehicle trip⁷.

It is recommended that the RTC and local partners develop an e-bike incentive program similar to those implemented in states and localities across the US to further encourage the use of e-bikes in order to support shifting vehicle trips to active modes and bolstering mobility for seniors. Existing federal funding through the Transportation Alternatives (TA) or Congestion Management and Air Quality (CMAQ) programs present the greatest potential for developing this incentive program (See [Denver, CO](#) and [Salt Lake County, UT](#)). Implementing a pilot program and tracking the effectiveness locally may be a beneficial step to help gauge local interest and set appropriate income thresholds and incentive levels.

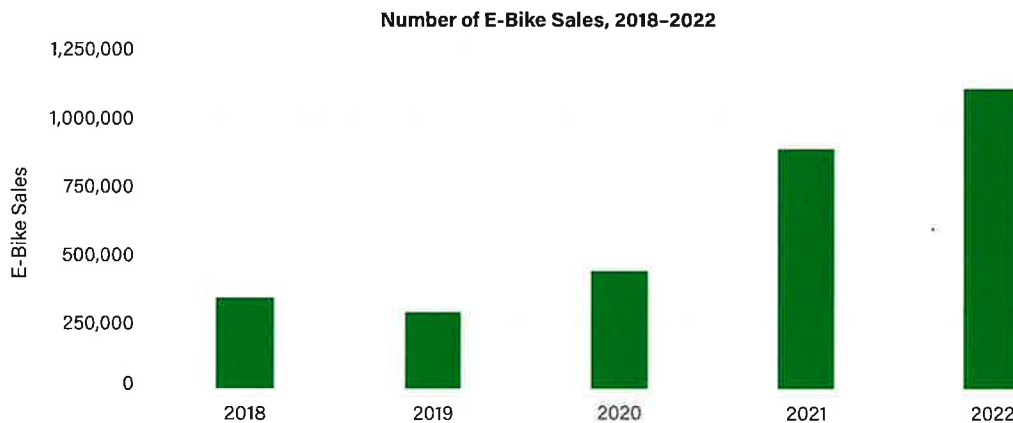


Figure 5.5 E-bike sales in the US (2018 - 2022) - Office of Energy Efficiency & Renewable Energy (2023)

⁴ Aslak Fyhri, Nils Fearnley, Effects of e-bikes on bicycle use and mode share, *Transportation Research Part D: Transport and Environment*, Volume 36, 2015, Pages 45-52

Rérat, P. (2021). The rise of the e-bike: Towards an extension of the practice of cycling? *Mobilities*, 16(3), 423–439. <https://doi.org/10.1080/17450101.2021.1897236>

⁵ Samantha J. Leger, Jennifer L. Dean, Sara Edge, Jeffrey M. Casello,

"If I had a regular bicycle, I wouldn't be out riding anymore": Perspectives on the potential of e-bikes to support active living and independent mobility among older adults in Waterloo, Canada, *Transportation Research Part A: Policy and Practice*, Volume 123, 2019, Pages 240-254,

⁶ A full list of E-bike incentive programs in North America produced by Transportation Research and Education Center at Portland State University is available as a google doc which is periodically updated [here](#).

⁷ Examining e-Bike Rebates in California, UCD-CT-FAST-060, National Center for Sustainable Transportation (2022). Available at: <https://ncst.ucdavis.edu/project/examining-e-bike-rebates-california>

RTC Bicycle, Pedestrian, and Wheelchair Data Collection Program

The previous iteration of the RTC Washoe Bicycle, Pedestrian, and Wheelchair data collection program focused on collecting short-term two-hour count data using manual video counts during key months of activity throughout the year. While this approach mirrors the standard practices at the time of program inception from the National Bicycle and Pedestrian Documentation Program (NBPDP), advancements in data collection, storage, and processing have significantly changed the landscape of available data and reasonable analysis approaches. Additionally, collecting two-hour count data exclusively may be overly impacted by fluctuations in usage by time of year, weather, adverse climate events (i.e., extreme heat events or poor air quality days), and other factors to draw conclusions about long-term trends in active transportation across the region. Recent adjustments to the data collection program include using LiDAR sensors to extend the data collection period to multiple days which expands the total amount of day collected but does not provide insights into fluctuations throughout a week, month, or year. By expanding the program to incorporate continuous data collection, the RTC will be able to identify how active transportation activity is changing over time on a holistic sense as compared to small windows of time. Furthermore, incorporating data collection equipment into regular roadway maintenance programs and roadway construction projects will help the RTC to significantly increase the amount of data collected across the region at regular intervals at a lower overall cost per piece of data collection equipment than installing single counters into existing roadways outside of a roadway reconstruction, maintenance. This may be accomplished by implementing the following methods:

PAVEMENT PRESERVATION & MAINTENANCE PROGRAM

~~The Pavement Preservation & Maintenance Program will be a primary vehicle for implementing active transportation improvements throughout the Truckee Meadows such as quick builds and bolstering the RTC's data collection efforts. The RTC repaves all regional roads on a seven-year cycle which provides a clear path to incorporate continuous data collection technology within on-street bicycle facilities within a relatively short timeframe with relatively low implementation costs. In order to program this change, the RTC may establish an internal policy to install continuous bicycle counters at regular intervals along any on-street bicycle facility that is installed, repaved or resurfaced as part of the pavement preservation or maintenance program. Continuous bicycle counters that the RTC could consider under this strategy include radar sensors (Sensys Network FlexRadar/MicroRadar) or inductive loops (EcoCounter ZELT).~~



Figure 5.6 2021 Bicycle, Pedestrian, and Data Collection Program Report.

TRAFFIC SIGNAL VIDEO CAMERA COUNT TECHNOLOGY

Traffic signals which utilize video detection may incorporate technology which allows for additional passive data collection for active transportation. This includes the GridSmart Bell Camera and Iteris Vantage video detection systems which utilize AI to count movements from vehicles and may be calibrated to count pedestrians and bicyclists with the purchase of an additional module. The City of Reno currently uses GridSmart Bell Cameras for video detection at multiple traffic signals within the City and has access to the specialized bicycle and pedestrian module. It is recommended that the RTC work with the City of Reno to obtain access to this data or receive regular data updates in order to leverage this data which is currently passively collected but has been under-utilized.

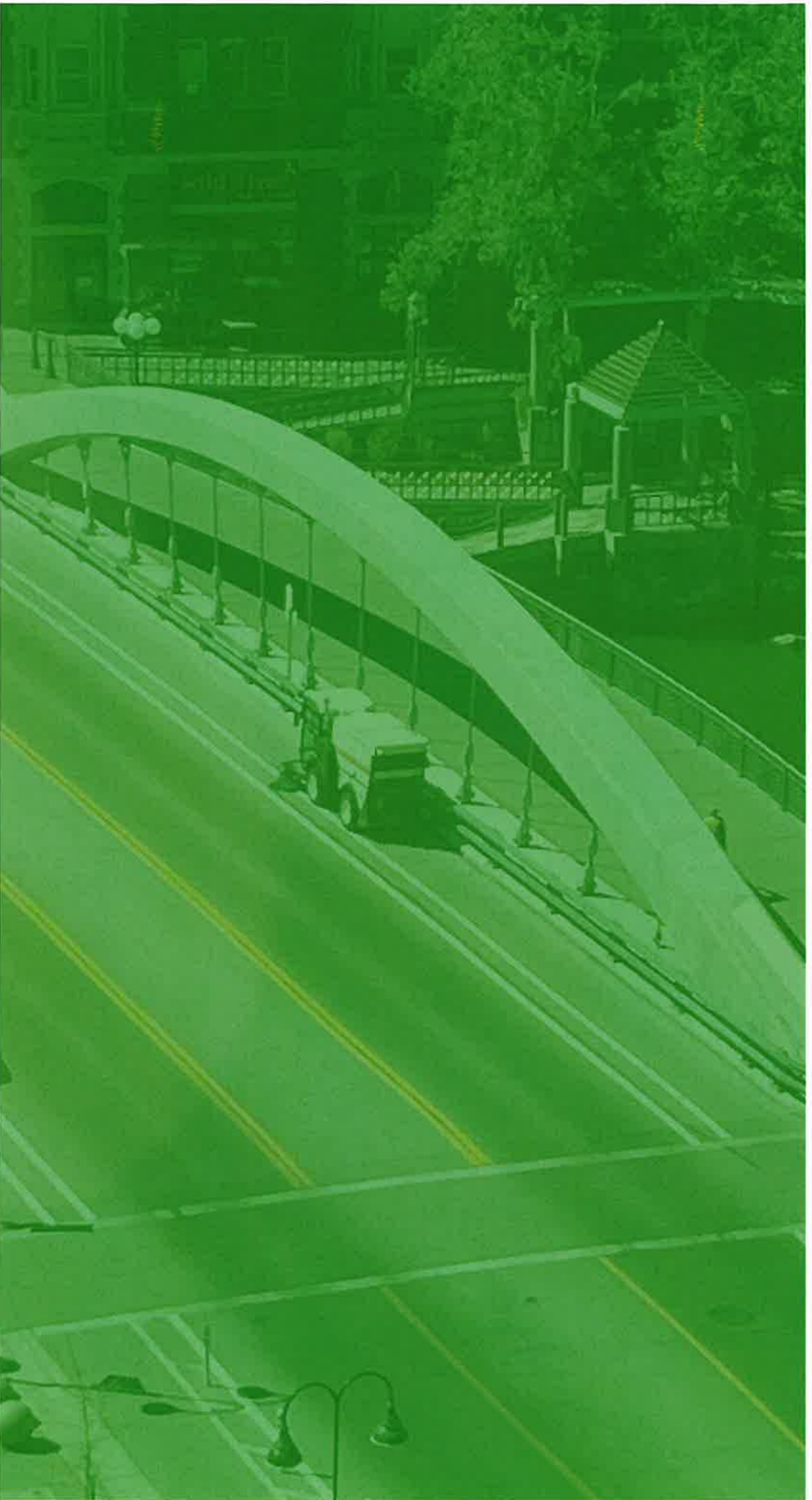
LONG-TERM DATA COLLECTION & PUBLIC ART INSTALLATION

Data collection equipment may also be included into large-scale roadway construction projects or other activities which could incorporate space for public art installations. For example, the RTC may consider installing long-term permanent counters along bicycle facilities. These counters may include a real-time display of the annual and daily counts of bicyclists, pedestrians, or both (*Figure 5.7*). These displays may be incorporated into a unique art installation which would represent the unique style and character of the area and provide an opportunity for the community to engage with the corresponding bicycle facility project. It is important to note that funding for art installations would need to be provided by local entities or another outside source due to existing restrictions for RTCs' local, state, and federal funds.

Available counting technologies are further described in [Appendix B](#).



Figure 5.7 Eco-Counter Real-Time Display
(Source: Eco-Counter).



9

Implementation, Funding, and Performance Metrics

IMPLEMENTATION, FUNDING, AND PERFORMANCE METRICS

This section will provide an overview of different options for implementing identified projects including highlighting quick-build opportunities and project synergies with maintenance projects when feasible. This section will highlight considerations of funding for Active Transportation projects and include the identified performance metrics for tracking the success of implementation.

Implementation Strategies

Active transportation improvements identified in Neighborhood Network Plans will be implemented in two primary ways:

1. Quick build improvements or long-term enhancements that can be completed within the curb-to-curb extents of regional roadways will be implemented through the pavement preservation and maintenance program ~~with additional funding for active transportation specific elements coming from the RTC Active Transportation Program.~~
2. Identified projects on regional roadways without an upcoming planned pavement preservation or maintenance project ~~will~~ be programmed through the RTIP based on priority and funded using applicable funding streams such as Congestion Mitigation and Air Quality (CMAQ) or through pursuit of state and federal discretionary grant programs. The RTC will pursue grant funds when projects are identified as strong candidates as determined by the RTC and based on available grant opportunities on a case-by-case basis.



Collaboration with Partners

The RTC and local entities collaborate across project planning, design, and implementation due to the unique relationship between these entities and the management and maintenance of regional roads. In order to implement the concepts included in the Regional Street Typology guide in a consistent method across the region, the RTC will need to leverage and enhance collaborative efforts focused on active transportation. The primary opportunity for this increased collaboration will be the ATWG in addition to the on-going NNP process which will include the entity or entities which are included within the NNP area under review. These opportunities will help to foster a strong working dialogue to proactively assess issues with design, implementation, and maintenance specifically related to active transportation facilities which will be vital for a consistent application of the Street Typology Guide across the Truckee Meadows.



Bicyclist connecting with the Truckee River Path.



Maintenance & Operations

Providing regular sweeping of bicycle facilities is vital to maintaining a useful and comfortable network for people choosing to ride. Bicycle facilities can become full of dirt and other roadway debris which creates a hazard for people biking, scooting, or using a mobility scooter and can obscure the location of the path or facility as shown in *Figure 6.1*.

A key consideration related specifically to bicycle facility design is the type of maintenance vehicle that can be used to maintain the facility. Sweeping bikeways free of dirt and other debris may need to be accomplished with specialized maintenance equipment (see *Figure 6.2*) unless the facility is wide enough to accommodate more standard maintenance vehicles such as a light-duty pick-up truck. A light-duty pick-up truck with a sweeper attachment is typically an efficient option for maintenance when a separated bikeway or shared-use path is wide enough (seven feet or wider between the curb and vertical buffer element)¹. In order to fit within the bikeway width, the front-facing maintenance attachment may be attached at an angle.

AASHTO allows for vertical delineators to be placed at the edge of the buffer space on separated bikeways to provide a greater level of operational space for maintenance vehicles (as depicted on *Figure 6.2*). It is important to note however, that seven (7) feet represents the absolute minimum width for a pick-up mounted sweeper to maintain a separated bikeway lane and this may require angling of the sweeper attachment. Ten feet of operational space is the preferred minimum width for bikeways to accommodate light-duty pick-up trucks with mounted sweepers.



Figure 6.1 Local shared-use path with significant dirt build up.



Figure 6.2 Small specialized sweeper example (Source: Multihog).



Figure 6.3 City of Sparks maintenance vehicle accessing Rock Park via the Truckee River Path.

¹ FHWA Separated Bike Lane Guide, 2015, pg. 77

Constructing a connected network of separated bikeways may also provide maintenance efficiencies by allowing specialized sweeping equipment to avoid being loaded onto a trailer and transported to the next separated bikeway. The additional staff hours and equipment for maintaining bikeways may be provided through the general fund or through a focused special assessment for a specific area. Beyond separated bikeways, the addition of paved shoulders with intermittent rumble strips in the rural context provides multiple benefits² including reduced maintenance requirements³. Existing shared-use paths are generally wide-enough to accommodate most maintenance vehicles considering the lack of vertical buffer elements (see [Figure 6.4](#)). The ATWG will lead efforts to identify agency maintenance responsibilities, funding, and common practices for active transportation facilities and supportive landscaping elements in the Truckee Meadows.

Facility Materials

Barriers which provide vertical separation for people bicycling can also have a maintenance impact as painted buffers must be restriped each time the roadway is resurfaced compared to a shared-use path or curb-protected bike lane which can be resurfaced independently from vehicle travel lanes. The installation of robust barriers (concrete barrier [Figure 6.5](#) or water-filled barrier for quick-build projects [Figure 6.5](#)) often increases initial capital costs which may be offset by reduced long-term maintenance of that facility. Additionally, the RTC may elect to use permeable pavement treatments on permanent bikeway installations to help reduce ongoing maintenance needs and improve stormwater management. This treatment has higher initial capital costs but typically results in lower long-term maintenance costs.

² AASHTO Bike Guide 2012, p. 4-7

³ AASHTO Flexibility Guide 2004, p. 66



Figure 6.4 Vertical Buffer Alignment Placement to Accommodate Wide Bikeway Sweepers (Source: Google (Imagery - August 2019), W. Kinzie Street looking east at N. Jefferson Street).



Figure 6.5 Concrete barrier between shared-use path and vehicle traffic on Sparks Blvd.



Figure 6.6 Water-filled barriers on Arlington Ave which can be used for quick-build installations.



Funding

Establishing the Active Transportation Program and implementing projects identified through Neighborhood Network Plans will require two separate but inter-related approaches in regards to funding. These approaches are based on the existing local, state, and federal funding landscape for active transportation projects which may shift as new legislation is enacted and when new federal programs through the Bipartisan Infrastructure Law come to an end.

This section describes the overall approaches to applying existing funding for the new Active Transportation Program and securing funding for large-scale or stand-alone active transportation projects. In addition to the resources identified below, a table of all federal funding options for a variety of active transportation plans and projects is included in [Appendix D](#).



A child using the Victorian Avenue cycle track with their parent.

Active Transportation Program

ACTIVE TRANSPORTATION PROGRAM MANAGER

The Active Transportation Program Manager will oversee the development, implementation, and on-going operation of the Active Transportation Program including leading Neighborhood Network Plans, convening the ATWG, and being the primary liason for bicycle and pedestrian projects between the RTC and community. This newly formed position within the RTC will be integral to the success of the Active Transportation Program. The RTC will utilize existing funding resources such as CMAQ or MPO Planning funds to support staffing this position.

NEIGHBORHOOD NETWORK PLANS

The on-going NNP process will take the place of the periodic development of a large-scale countywide Active Transportation Plan. As such, the funding typically allocated for the large-scale Active Transportation Plan will be refocused towards conducting more focused and dynamic Neighborhood Network Plans, largely conducted by RTC in-house staff and led by the Active Transportation Program Manager.

ACTIVE TRANSPORTATION SPOT IMPROVEMENTS

The NNP process will identify a variety of projects throughout the twelve different planning areas identified in *Chapter 5*. These projects will be of a wide variety of scales and complexities from large-scale corridor improvement projects to focused enhancements such as updating crosswalks or making targeted safety improvements at select intersections. In order to address **focused enhancements** identified through Neighborhood Network Plans, the RTC will establish an annual allocation for active transportation **spot** improvements. ~~This funding source is intended to be an on-going way for the RTC to make targeted improvements which respond to community identified needs in a more nimble way in instances when implementation does not require more detailed analysis or design. Funding for this program may be allocated from the RTC 5 fuel tax or federal funding such as CMAQ or STBG.~~



The Truckee River Path creates a comfortable connection for active modes of all ages and abilities.

Active Transportation Projects

Projects identified through the NNP process which are complex will often require funding from existing federal formula funding sources or through obtaining federal or state discretionary grants. These grants programs are competitive applications which require an entity such as the RTC to develop a robust grant application for a specific project based on the requirements for each grant. In order to obtain these grants, the RTC can leverage existing local funding from the RTC-5 fuel tax or other local funding source to provide the matching funds which are required for nearly all grant programs.

Existing federal formula funds and local funding are listed below as well as current discretionary grant programs which represent the best opportunities for funding active transportation projects. Beyond these identified programs [Appendix D](#) provides a comprehensive table of available federal discretionary grant programs and their applicability for various active transportation activities and projects.

FEDERAL FORMULA FUNDS ADMINISTERED BY NDOT AND RTC

Carbon Reduction Program

Under this program, the FHWA provides funds for projects designed to reduce transportation emissions from on-road highway sources through a variety of strategies including constructing active transportation facilities. *State funds are programmed by NDOT, local Carbon Reduction Program funds are programmed by RTC.*

Congestion Mitigation and Air Quality Improvement (CMAQ) Program

CMAQ funding supports projects that reduce congestion and help jurisdictions meet National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter. Projects must be included in the local Metropolitan Planning

Organization's transportation improvement plan. *Funds are programmed by NDOT and the RTC.*

Surface Transportation Block Grants (STBG)

These grants are used to maintain and improve the performance on any federal-aid highway, bridges, and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects. Additional Transportation Alternatives set aside funds for active transportation, and active transportation access to transit improvements are also available through NDOT. *Funds are programmed by NDOT and the RTC.*

LOCAL FUNDING:

RTC-5 Fuel Tax

This local funding source applies an inflation adjusted tax at the pump for gasoline sold within Washoe County based on the Producer Price Index (PPI). This voter approved tax is the primary local funding source for roadway improvements and helps the RTC to construct improvements on regional roads that support congestion relief. *Funds are programmed by the RTC.*

STATE AND FEDERAL

DMV Complete Streets Funding

The Nevada Legislature passed AB 145 in 2013 which created allows local residents to donate \$2 while registering or renewing their registration for their vehicle at their local Department of Motor Vehicles (DMV) towards Complete Streets initiatives. Each RTC collects the funds which are donated through vehicle registrations in their respective jurisdictions. The RTC Washoe collects funding from this program donated through the Washoe County DMV which helps fund Complete Street initiatives within Washoe County. This dedicated funding stream presents another opportunity for the RTC to fund Complete Street projects and programs going forward."

DISCRETIONARY GRANT PROGRAMS:

Safe Streets and Roads for All

Established under the Bipartisan Infrastructure Law, this discretionary program funds regional, local, and tribal initiatives to prevent roadway deaths and serious injuries. Grant types include Planning and Demonstration Grants as well as Implementation Grants. Eligible activities include pilot and demonstration projects, data analytics, creating safe routes to school, promotional and education materials, and expanding bicycle networks. An eligible Safety Action Plan must be developed prior to applying for Implementation Grants under this program. *Funds are awarded by the US Department of Transportation.*

Reconnecting Communities Pilot Program

This federal program provides funds to local, regional, and state entities to reconnect communities that were previously cut off from economic opportunities by transportation facilities such as a rail line or highway. This funding supports planning, design, and implementation for



Two people going for a walk and jog along a shared-used path.

addressing identified barriers. *Funds are awarded by the US Department of Transportation.*

RAISE Grants

The Rebuilding America Infrastructure with Sustainability and Equity (RAISE) program supports projects that improve transportation system safety, accessibility, and sustainability. Eligible projects must have quantifiable environmental benefits, serve disadvantaged communities, and address equity concerns in the project's design. Eligible projects range between \$5 million and \$25 million. RAISE grants can fund both planning and capital projects. A 20% local match is required except in rural areas. *Funds are programmed by the United States Department of Transportation.*

Active Transportation Infrastructure Investment Program (ATIIP)

This new competitive grant program, created through the Bipartisan Infrastructure Law, is focused on supporting efforts to plan, design and construct safe and connected active transportation facilities and networks including trails, pedestrian facilities, bikeways, and other routes which create connections within and between communities. This program provides funding in Planning and Design Grants and Construction Grants. Planning and Design grants fund projects over one-hundred thousand dollars and construction grants provide funding for projects which are at least \$15 million. The program requires a 20% local match for all projects but may cover up to 100% of project costs for projects serving communities with a poverty rate of over 40% based on the majority of census tracts. *Funds are programmed by the United States Department of Transportation.*

NDOT Transportation Alternatives Program (TAP)

The TAP program administered by NDOT provides federal funds for small-scale non-traditional, and community-based transportation projects that improve safety, expand travel choices, and enhance the transportation experience. These FHWA funds are provided to each state and are administered by NDOT through a bi-annual grant program. NDOT provides extensive resources for those looking to apply for infrastructure, non-infrastructure, and planning projects through their website. *Funds are programmed by NDOT.*



Tracking Performance

In order to track how successful the NNP process is at affecting real-world change within the Truckee Meadows, it is important to measure progress towards meeting the project goals identified in this plan. This section highlights the active transportation specific performance metrics which the RTC will track on a regular basis to assess how effective the process of planning and designing for active modes is working.



The Veterans Parkway shared-use path provides a low-stress connection for people walking and biking.

The RTC will achieve these goals by implementing specific strategies with actionable steps and tracking the successful implementation of each through primary or secondary performance metrics.

- Strategies represent a more specific approach to achieving the plan goals with actionable steps detailing the ways in which strategies will be implemented and actions that the RTC and partners will take.
- Priority performance metrics represent datapoints which the RTC and partners are most directly able to affect and track; secondary performance metrics represent important data metrics which can be affected by RTC actions but may also be impacted by factors outside of RTC's control. Some strategies have both a primary and secondary performance metric but all have at least one performance metric identified.

Strategies, actionable steps, and performance metrics for each project goal are listed in [Table 6.1](#) to [Table 6.4](#) on the following pages.

Table 6.1 Improve Safety - Strategies, Actionable Steps, and Performance Metrics

GOAL: IMPROVE SAFETY	
Strategy 1	Prioritize low-stress facilities for active transportation across applicable RTC projects
Actionable Steps	Develop Annual Safety Report to track safety data and progress toward Vision Zero goal.
Primary Metric	<ul style="list-style-type: none"> • Number of bicyclist fatalities • Number of pedestrian fatalities • Number of bicyclist serious injuries • Number of pedestrian serious injuries • Number of bicyclist fatalities within the McCarran Loop • Number of pedestrian fatalities within the McCarran Loop • Number of bicyclist serious injuries within the McCarran Loop • Number of pedestrian serious injuries within the McCarran Loop • Total miles of sidewalk gaps closed • Total miles of bicycle network gaps closed • Total miles of sidewalk gaps closed in Equity Focus Area • Total miles of bicycle network gaps closed in Equity Focus Area • Percentage of total bicycle network which is separated from vehicle traffic • Annual number of miles of bicycle facilities constructed • Annual number of miles of pedestrian facilities constructed
Secondary Metric	<ul style="list-style-type: none"> • Number of Washoe County Schools accessible on a low-stress network for the average resident • Number of Washoe County Schools accessible on a low-stress network for the residents within Equity Focus Areas
Strategy 2	Implement proactive safety improvements on high-crash corridors and at high-crash intersections
Actionable Steps	Collaborate with partners through the Vision Zero Task Force to implement proactive traffic calming measures in areas with identified safety concerns.
Primary Metric	Number of the specific traffic safety / traffic calming measures implemented
Secondary Metric	Track the time taken to implement traffic safety / traffic calming measures after safety concerns are identified.
Strategy 3	Education (Promote increased engagement, understanding, and inclusivity of walking and biking by implementing programs designed for individuals of all ages and abilities.)
Actionable Steps	<ul style="list-style-type: none"> • Host a regular bicycle safety course through the League of American Bicyclists for bicyclists in the community. • Develop an education program promoting awareness of bicycle and pedestrian laws and responsibilities geared toward all roadway users; Collaborate with stakeholders and jurisdictions to promote and offer education regarding bike safety
Secondary Metric	Participation Rates; the number of individuals who participate in the education program; can be measured through sign-up sheets, online registrations, or attendance at events.

Table 6.2 Expand Mode Share - Strategies, Actionable Steps, and Performance Metrics

GOAL: EXPAND MODE SHARE	
Strategy 1	Conduct Neighborhood Plans to identify specific facility recommendations based on regional typologies and neighborhood network connections
Actionable Steps	Conduct a profile analysis of active transportation users in the community to highlight their stories.
Primary Metric	Total Neighborhood Plans completed or in-progress
Strategy 2	Construct low-stress facilities which connect to major employment centers and community destinations
Actionable Steps	Establish an Active Transportation Technical Working Group (ATWG) and conduct an annual prioritization process of identified projects from Neighborhood Network Plans.
Secondary Metric	<ul style="list-style-type: none"> • Number of residents within a 15-minute ride from a school on a low-stress network • Estimated number of jobs accessible for the average resident on a low-stress network
Strategy 3	Prioritize projects in Equity Focus Areas through the Active Transportation Program
Actionable Steps	Develop and operate the Bicycle Assistance Grant program (potentially collaboration with the Reno Bike project) to provide financial assistance for people purchasing a bicycle with an emphasis on low-income individuals and families.
Secondary Metric	Estimated number of jobs accessible for the average resident in an Equity Focus Area on a low-stress network
Strategy 4	Monitor the performance of active transportation projects to ensure goals identified in the Neighborhood Plans are being met
Actionable Steps	<ul style="list-style-type: none"> • Construct low-stress facilities within 2 miles of school bus zones. • Implement expanded data collection program by integrating long-term automatic counter installation into pavement preservation program, rehabilitation, and capacity projects which include active transportation element. • Conduct user intercept survey to regularly assess trip purposes on multi-use paths. • Install long-term automatic counters on regionally significant multi-use paths to track levels of overall usage.
Primary Metric	Total bicycle and pedestrian usage on regional paths / trails (Truckee River Path, Sparks Blvd Path, SouthEast Connector Path)
Secondary Metric	<ul style="list-style-type: none"> • Active Transportation mode share along key multimodal corridors 4th Street & Virginia Street • Active Transportation mode share within the McCarran Loop
Strategy 5	Construct low-stress network prioritizing facilities in high Active Trip Potential Areas
Actionable Steps	Develop and maintain public facing annual report detailing the completed and in-progress pedestrian and bicycle facilities from each year including breakdown of facilities completed in Equity Focus Areas, jurisdictions, and neighborhood areas.
Secondary Metric	Average census block group connectivity ratio (ratio of a perfect circle to bikeshed)
Strategy 6	Collaborate with City of Reno, City of Sparks, and Washoe County to promote end of trip facilities
Actionable Steps	Develop and maintain Reimagined Parking Space Program which offers business owners an opportunity to install a bicycle parking rack in a vehicle parking space
Secondary Metric	Total number of bicycle parking spaces or racks

Table 6.3 Maintain the System Sustainably - Strategies, Actionable Steps, and Performance Metrics

GOAL: MAINTAIN THE SYSTEM SUSTAINABLY

Strategy 1	Develop and maintain Active Transportation Program which combines available funding sources (CMAQ, SRTS, STBG) into a funding program for active transportation projects.
Actionable Steps	Develop and maintain annual implementation tracking report which highlights the projects completed and allocated funding for active transportation projects.
Primary Metric	Annual number of miles of bicycle/pedestrian facilities constructed
Strategy 2	Establish Active Transportation Program Manager position to manage and implement the Active Transportation Program and other active transportation initiatives.
Actionable Steps	Conduct annual comprehensive budget analysis to assess the current funding allocated to sustainable infrastructure maintenance, including bike lanes and sidewalks.
Primary Metric	Total funding allocated to sidewalk maintenance & replacement
Secondary Metric	Total funding allocated to bike lane maintenance
Strategy 3	Develop a sustainable and comprehensive framework for maintaining the active transportation network
Actionable Steps	<ul style="list-style-type: none"> • Establish regional maintenance standards for bicycle and pedestrian facility maintenance frequency • Establish regional maintenance fund to promote maintenance of low-stress facilities.
Primary Metric	<ul style="list-style-type: none"> • Total number of 311 calls related to bicycle lane debris • Total number of 311 calls related to sidewalk maintenance • Total funding allocated to Active Transportation Program projects through Active Transportation Program



Bicyclist riding on a shared-use path.

Table 6.4 Enhance the Community - Strategies, Actionable Steps, and Performance Metrics

GOAL: ENHANCE THE COMMUNITY

Strategy 1	Achieve a silver level bicycle friendly community status.
Actionable Steps	Collaborate with the Reno Housing Authority, CARES Campus, KIWANIS, Truckee Meadows Bicycle Alliance, Washoe County Health District and others to expand events promoting active transportation, such as Bike to Work/Everywhere Days and Bike to Work Month.
Primary Metric	Apply for Bicycle Friendly Community Status annually and track specific progress on recommendations identified in the BFC report.
Strategy 2	Collaborate with Jurisdictions to incorporate opportunities for public art, green spaces, and other placemaking elements into RTC projects.
Actionable Steps	Collaborate with WCSO SRTS Coordinator to expand SRTS events, educational opportunities, and regular rides to school
Secondary Metric	<ul style="list-style-type: none"> • Public Value of the Arts - Truckee Meadows Tomorrow • Park Acreage Rate - Truckee Meadows Tomorrow
Strategy 3	Collaborate with local community organizations to achieve secondary benefits such as improved public health, increased quality of life, and thriving neighborhood economies.
Actionable Steps	<ul style="list-style-type: none"> • Conduct a local before-and-after study to quantitatively measure the health benefits within neighborhoods affected by major active transportation projects.
Secondary Metric	<ul style="list-style-type: none"> • Access to Exercise - Access to Exercise Opportunities • Public Health - Health Equity Index • Health / Mental Health - Truckee Meadows Tomorrow • County Health Rankings - Conduent Healthy Communities Institute • Transportation - Truckee Meadows Tomorrow • Economy - Cost of Living Index



Residents walking on a shared-use path around the Sparks Marina.

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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.3.3

To: Regional Transportation Commission

From: Marquis Williams, Senior Technical Planner

SUBJECT: Neighborhood Network Plans 1 & 2

RECOMMENDED ACTION

Approve a contract with Alta Planning + Design, Inc., for consulting services on Neighborhood Network Plans 1 & 2, in an amount not-to-exceed \$177,890.

BACKGROUND AND DISCUSSION

The purpose of the Neighborhood Network Plans (NNPs) 1 & 2 project is to identify active transportation options that have the potential to decrease vehicle trips and improve pedestrian and cycling infrastructure within two neighborhoods (Central Reno/Midtown & Central Sparks) in the Truckee Meadows. This consultant will provide essential support to RTC in key areas such as community engagement, data analysis, scenario development, and cost estimation. The NNP concept is detailed in the regional Active Transportation Plan: Walk and Roll Truckee Meadows. The contract has a total not-to-exceed amount of \$177,890.

Proposals were received in response to the Request for Proposals for the Project. The technical evaluation of the proposals was conducted by an Evaluation Committee, composed of five RTC staff including one representative from Engineering and one from Communications. All members of the Evaluation Committee evaluated and scored the technical proposals independently in accordance with the evaluation criteria set forth in the solicitation. Based on final scoring and discussion, the proposal from Alta Planning + Design, Inc., received the highest weighted score and is being recommended for award of the contract.

This item supports Strategic Roadmap Goal #2, "Promote Neighborhood Mobility" and FY2025 RTC Goal, "Initiate: Two Neighborhood Plans".

FISCAL IMPACT

Funding for this item has been budgeted for in the FY2024-FY2025 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Alta Planning + Design, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform professional services in connection with Neighborhood Network Plans 1 & 2 project; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated more than the following not-to exceed amounts:

Design Services	\$177,890
<hr/>	
Total Not-to-Exceed Amount	\$177,890

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Marquis Williams
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: mwilliams@rtcwashoe.com (775) 332-0174

CONSULTANT: Contract Department
Principal -In-Charge
Alta Planning + Design, Inc.
101 SW Main St Suite 2000
Portland, OR 97204
Email: Contracts@alrargo.com
cc Davidfoster@altago.com 775-237-8333

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with

the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

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

Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

ALTA PLANNING + DESIGN, INC.

By: _____
Steven Frieson, Vice President

Exhibit A

Scope of Services

Scope of Work

RTC Neighborhood Network Plans 1 & 2

Project Tasks

1. Project Management

- 1.1. **Invoicing and Progress Reports** – Alta will provide monthly invoicing during the 12-month project along with concise progress reports noting the completed progress under each task under each study in a bulleted list.
- 1.2. **Coordination** - Alta will conduct a virtual project kick-off meeting to establish project goals and objectives building off the ATP goals, objectives, and actionable steps. Following the project kick-off meeting, Project Management Meetings (PMTs) will be held virtually and will fluctuate between weekly and bi-weekly based on upcoming deliverables and outreach activities. Alta will conduct up to 45 PMTs throughout the 12-month project schedule. Alta will provide meeting summaries and action items following the kick-off meeting and each PMT meeting.
- 1.3. **Management Plan** - Following the project kick-off meeting, Alta will develop a concise project management plan which identifies the team structure and key milestones required to complete each study. The Project Management Plan will also include a breakdown of the anticipated budget required for each task under each study along with an associated schedule and timelines for identified deliverables under each study.

Task 1 Deliverables

- Invoices and monthly progress reports
- PMT Meeting agendas and notes
- Project Management Plan

2. Community Engagement

- 2.1. **Community Engagement Plan** – Alta will develop one Community Engagement Plan which identifies local stakeholders for each study area including but not limited to: residents, business owners, first responders, school administrators, and staff from the local jurisdiction. The Community Engagement Plan will identify specific engagement methods for each study area and contain a schedule outlining time needed to achieve key milestones including review periods for RTC Staff. Neighborhood-specific contents of the Community Engagement Plan will be included in the respective Neighborhood Network Plan's outreach summary,
- 2.2. **Public Meetings and Materials** – The Community Engagement Plan will identify potential locations and dates for outreach activities including a total of two (2) in-person RTC-sponsored public workshops (one per study area), two (2) virtual public meetings, a total of four (4) pop-up community events (two per study area). Once dates and venues are approved by RTC, Alta will schedule meetings and prepare materials for outreach including

workshop maps (up to eight total), presentation slides (a total of four slide-decks), and four virtual public comment maps. One virtual public comment map will be provided for each study area during both phases of outreach for a total of two maps per study area and four total virtual public comment maps. Alta will coordinate with RTC graphics staff to develop a project logo which will be used across project materials. The RTC developed logo will be modified to denote the specific study area on appropriate materials. Materials identified above (excluding the project logo) will be provided in English and Spanish (translation to occur upon RTC approval of English drafts). Alta will facilitate the 8 scheduled outreach events with up to three staff members and support from RTC staff. Alta will provide a written summary of each event with photos for inclusion in the final plans.

- 2.3. **Stakeholder Meetings** – Alta will attend and provide support for up to a total of 10 meetings with technical and stakeholder groups. This may include individual stakeholders, the Active Transportation Working Group (ATWG), or RTC advisory councils (TAC / CMAC). Alta will provide support by developing presentation slide-decks, creating up to six polls/surveys for the ATWG, taking meeting notes, and compiling notes into a concise summary for each meeting. Polls / Surveys will include up to four questions each and be provided electronically. Meeting summaries will include meeting specific graphics (i.e. ATWG poll/survey results or provided content for TAC / CMAC). Summaries of meetings with the ATWG and RTC advisory councils may include comment logs, as necessary.
- 2.4. **Webpage & Social Media Content** – Alta will develop content for the Neighborhood Network webpage (hosted by RTC) including webpage text, a schedule graphic, and pictures. Alta will also provide a social media toolkit including up to four sets of social media focused outreach graphics and messaging. The social media toolkit materials will be provided in English and Spanish (translation to occur upon RTC approval of English drafts).
- 2.5. **Engagement Summary** – Alta will develop one concise community engagement summary document per study area (total of two summaries) that identifies overall themes for outreach for each study, highlights the outcomes and conclusions from the outreach process for each study, and identifies overall strategies for engagement including the project webpage and social media campaigns. Alta will accept one round internally consistent comments on the overall summary which will be addressed in the draft version of the Neighborhood Network Plans.

Task 2 Deliverables

- Community Engagement Plan
- Outreach boards (up to eight total)
- Presentation slides (a total of four slide-decks)
- Four virtual public comment maps
- Technical / Stakeholder meeting materials (up to 10 presentation slide-decks, up to six polls/surveys for the ATWG, meeting notes, and a concise summary for each meeting)
- Social media toolkit (up to four sets of social media focused outreach graphics and messaging)

- Two overall community engagement summaries, one per plan.

3. Existing Conditions and Resources

3.1. **Neighborhood Profiles** – Alta will develop one neighborhood profile for each study area that identifies significant local destinations (schools, parks, events centers, employment centers, etc.), essential regional links, and summarizes demographic information using Census data and other relevant federal, state, or local data sources. Alta will summarize policies and planning information from relevant plans and datasets within each study area.

Plans to be summarized include:

- City of Reno Master Plan
- City of Sparks Comprehensive Plan

GIS Datasets to be summarized include:

- Active Transportation Gap Analysis Results:
 - Bicycle Level of Traffic Stress
 - Pedestrian Experience Index
 - Active Trip Potential
 - High-Injury Network
 - Equity Index
- ATP Interactive Webmap Results
- Speed limit information (provided by RTC)
- Traffic Calming request locations (provided by RTC in GIS format)
- Bicycle and Pedestrian Count Data (provided by RTC which may include LiDAR Data, screenline count data, or other)

Alta will provide one Neighborhood Profile document for each study area (a total of two) which summarizes the data identified above (including GIS summary maps) and notes existing deficiencies in the active transportation network within the study area. The Neighborhood Profile will identify potential opportunities to address identified deficiencies to inform the development of scenarios under Task 4. The Neighborhood Profile document will serve as the existing conditions report for each study area. Alta will accept one round of internally consistent comments on each Neighborhood Profile and provide an updated version which addresses provided comments for upload onto the project webpage.

3.2. **In-Person Audits** – Based on the review of data under Task 3.1, Alta will identify areas for further review within each study area under an in-person audit to be conducted through a mixture of walking, biking, or driving with RTC staff, and agency stakeholders. With logistical support from RTC, Alta will facilitate one in-person audit for each study area (a total of two). In-person audits will take up to four hours and include a kick-off meeting (up

to 30 minutes). Alta will provide a hand-out for note-taking for each audit participant including an aerial map of each area for review with existing facilities and identified deficiencies. Alta will compile notes from audit participants together for a concise summary of each in-person audit. In-person audits will take place after the initial round of public outreach in each study area, and the date of the audit will be announced at the initial RTC-led public meeting, to ensure that community insights and feedback are incorporated into the areas for review. The audit will be performed in line with the 2022 RTC Walking Audit Plan.

- 3.3. **Active Transportation Baseline** – Alta will use Replica Places data to assess existing levels of active transportation trips for each study area. This will include an assessment of trips within the study area and to/from the study area. This methodology will establish a baseline for performance measure tracking and will be calibrated using bicycle and pedestrian Origin/Destination outputs from the RTC Travel Demand Model.

Task 3 Deliverables

- Two Neighborhood Profiles (one per study area inclusive of GIS map and technical summary of existing conditions)
- Two in-person audits (areas for review, audit location maps, facilitation of audit, audit summary)
- Baseline performance data

4. Develop Scenario Recommendations

- 4.1. **Scenario Development & Comparison** – Alta will develop three scenarios for addressing identified deficiencies within each study area (a total of six scenarios). Scenarios will be based on the findings from the Neighborhood Profiles and align with the goals of the ATP and the insights gained from the first round of community engagement. Scenarios will identify corridor improvements which can be completed within a 5-year timeframe and identify a proposed implementation type for each corridor project (quick-build project, pavement preservation project, or corridor improvement project). Alta will develop one summary technical memo detailing the approach and assumptions used for scenario development for each study area (a total of two summary memos). The summary memos will include a comparison matrix which identifies the benefits from each of the three implementation scenarios including the increase in accessibility (using the Accessibility Testing Toolbox) as well as order of magnitude cost estimates for each scenario based on the implementation type, and magnitude of change to the roadway. The order of magnitude cost will be assessed using typical costs by mile of improvements based on recently completed similar projects from around the country. Scenarios will identify intersections for potential improvements but not include specific intersection improvements under each scenario.

4.2. **Scenario Selection & Refinement** – RTC staff, with input from agency partners, will provide direction to Alta for selecting one of the provided scenarios for further refinement for each study area (a total of two selected scenarios). Based on this direction, Alta will identify intersection improvements along corridor projects and develop an in-depth implementation strategy, planning level cost estimate, and timeline for each selected scenario. RTC will provide direction on the applicable funding options for the proposed implementation type identified under Task 4.1. Based on the direction for funding options and scenario refinement, Alta will update the technical memos (Task 4.1) to include summary of the scenario selection process, funding options for projects in the selected scenario, planning level cost estimates for scenario projects, timeline, and plan-view map of corridor projects in the selected scenario. Alta will accept one round of internally consistent comments for each of the updated technical memos and provide a draft to be uploaded on the project webpage.

Task 4 Deliverables

- Two technical memos (one for each study area) each with three implementation scenarios and corresponding comparison matrix
- Two updated technical memos (one for each study area) with scenario selection summary, funding, planning level cost estimate, timeline, and plan-view map of corridor projects

5. Prepare Neighborhood Network Plans

5.1. **Plan Development** – Following the final round of engagement and selection of an implementation scenario by RTC staff (in coordination with jurisdictional stakeholders), the Alta team will produce one final Neighborhood Network Plan for each study area (a total of two Neighborhood Network Plans) which will describe the neighborhood priorities and vision for active transportation and include a map highlighting the key destinations and connections within and to the study neighborhood. The final plan for each study area will compile the engagement summary memo, updated scenario technical memos, and identified opportunities for neighborhood specific educational and encouragement focused activities. Alta will prepare an Administrative Draft of each Neighborhood Network Plan for review by RTC staff. Alta will accept one round of internally consistent comments on the Administrative Draft. Incorporating the comments from the Administrative Draft Review, Alta will develop a Public Draft Neighborhood Network Plan for review by agency stakeholders and the public. Alta will accept one set of internally consistent comments from agency stakeholders and the public for incorporation into each of the final Neighborhood Network Plans. *This task does not include providing support for RTC board presentations showcasing the Draft or Final Neighborhood Network Plans.*

Task 5 Deliverables

- Two Administrative Draft Neighborhood Network Plans

- Two Public Draft Neighborhood Network Plans
- Two (2) Final Neighborhood Network Plans

Exhibit B

Compensation

Project Budget
 RTC Washoe Neighborhood Plans
 Project Type

Time & Materials

Phase	Alta Planning + Design, Inc.														M.J.T Consulting					Total Task Hours	Total Task Fee	
	Principal - Designer	Associate Planner II	Planner II	Civic Analytics Leader	Civic Data Analyst II	Web Developer III	Web Developer III	Graphic Design Studio Lead	Senior Associate Engineer	Associate Engineer I	Engineering Designer II	Project Accountant	Alta's Hours	Alta's Expenses	Alta's Sub Total	Role	Role	Hours	Sub Expenses			Alta's Sub Total
	John (David) Foster	Cole Peiffer	Anthony Rios-Gurola	David Wasserman	Isabel (Izzy) Youngs	Zane DeBusk	Ryan A Johnson	Nancy Chen	Thomas Natwick	Chloe Ward	Rebecca Lilliquist	Ashley Turner				McKenna Teran	Lauren Ball					
1.0 Project Management	3	74	6	0	0	0	0	0	0	0	0	12	95	1500	\$19,737	0	0	0	0	\$0	95	\$19,737
1.1 Invoicing and Progress Reports	0	12	0	0	0	0	0	0	0	0	0	12	24	0	\$3,860	0	0	0	0	\$0	24	\$3,850.50
1.2 Coordination	2	58	0	0	0	0	0	0	0	0	0	60	1500	\$14,043	0	0	0	0	0	\$0	60	\$14,042.75
1.3 Management Plan	1	4	6	0	0	0	0	0	0	0	0	11	0	0	\$1,835	0	0	0	0	\$0	11	\$1,835.00
2.0 Community Engagement	10	74	92	0	0	12	40	16	0	0	0	0	244	0	\$42,802	111	0	111	0	\$16,650	355	\$59,452
2.1 Community Engagement Plan	0	4	10	0	0	0	0	0	0	0	0	0	14	0	\$2,100	0	0	0	0	\$0	14	\$2,100.00
2.2 Public Meetings and Materials	2	30	28	0	0	12	40	16	0	0	0	0	128	0	\$23,025	96	0	96	0	\$14,400	224	\$37,425.25
2.3 Stakeholder Meetings	6	26	20	0	0	0	0	0	0	0	0	0	52	0	\$9,652	0	0	0	0	\$0	52	\$9,652.00
2.4 Webpage & Social Media Content	0	4	8	0	0	0	0	0	0	0	0	0	12	0	\$1,840	15	0	15	0	\$2,250	27	\$4,090.00
2.5 Engagement Summary	2	10	26	0	0	0	0	0	0	0	0	0	38	0	\$6,185	0	0	0	0	\$0	38	\$6,184.50
3.0 Existing Conditions and Resources	12	44	106	10	44	0	0	0	0	0	0	0	216	0	\$37,434	0	0	0	0	\$0	216	\$37,434
3.1 Neighborhood Profiles	8	20	74	4	24	0	0	0	0	0	0	0	130	0	\$21,681	0	0	0	0	\$0	130	\$21,680.50
3.2 In-Person Audits	2	20	32	0	0	0	0	0	0	0	0	0	54	0	\$8,887	0	0	0	0	\$0	54	\$8,886.75
3.3 Active Transportation Baseline	2	4	0	6	20	0	0	0	0	0	0	0	32	0	\$6,867	0	0	0	0	\$0	32	\$6,867.00
4.0 Develop Scenario Recommendations	8	38	78	4	16	0	0	0	7	16	36	0	203	0	\$35,600	0	0	0	0	\$0	203	\$35,600
4.1 Scenario Development & Comparison	4	20	36	4	16	0	0	0	2	8	16	0	106	0	\$18,974	0	0	0	0	\$0	106	\$18,973.50
4.2 Scenario Selection & Refinement	4	18	42	0	0	0	0	0	5	8	20	0	97	0	\$16,627	0	0	0	0	\$0	97	\$16,626.75
5.0 Prepare Neighborhood Network Plans	4	18	62	0	0	0	0	32	0	0	0	0	116	0	\$20,034	0	0	0	0	\$0	116	\$20,034
5.1 Plan Development	4	18	62	0	0	0	0	32	0	0	0	0	116	0	\$20,034	0	0	0	0	\$0	116	\$20,034.00
Staff Hours	37	248	344	14	60	12	40	48	7	16	36	12	874			111	0	111			985	
Labor Total	\$9,779	\$51,410	\$46,384	\$3,723	\$11,544	\$2,276	\$6,970	\$10,000	\$1,874	\$3,108	\$5,670	\$1,370		\$1,500	\$155,608	\$16,650	\$0	\$0	\$16,650			\$172,257.50
Data Fee															\$1,800							\$1,800
Direct Costs															\$1,500							\$3,000
Subconsultant Markup 5%																						\$833
Project Total	\$9,779	\$51,410	\$46,384	\$3,723	\$11,544	\$2,276	\$6,970	\$10,000	\$1,874	\$3,108	\$5,670	\$1,370			\$158,908	\$16,650	\$0	\$0	\$18,983			\$177,890

GENERAL NOTES:
 * This fee proposal is valid for 90 days from the date submitted.
 * Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.
 * Hourly rates will be adjusted if work is continued into subsequent year(s).

Exhibit C

Indemnification and Insurance Requirements

Exhibit C

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

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) 332-9511.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibits D, E and F

*****Federally Required Clauses*****

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

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

2. NONDISCRIMINATION

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

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

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

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

5. **INTEREST OF PUBLIC OFFICIALS**

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

6. **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

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

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

- (1) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are

treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

7. **INELIGIBLE CONSULTANTS**

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

8. **NOTICE OF FEDERAL REQUIREMENTS**

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

9. **THIRD-PARTY RIGHTS**

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

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

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit

all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit E

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

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

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

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: Kimberly Diegle, Project Manager

SUBJECT: Prater Way Rehabilitation Project PSA with Lumos & Associates, Inc.

RECOMMENDED ACTION

Approve a contract with Lumos & Associates, Inc., to provide engineering services for the Prater Way Rehabilitation Project from Pyramid Way to Stanford Way, in an amount not-to-exceed \$629,290.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos & Associates, Inc., is for engineering services for the Prater Way Rehabilitation Project (Project) in the amount of \$629,290. The Scope of Services for the Project is anticipated to include eligible Improvements per the 2023 Street & Highway Program Policy, including but not limited to: portions of sidewalk, curb, gutter, driveway, bus stops, and pedestrian ramp evaluation and replacement, pavement reconstruction and micro surface treatments, utility adjustments, storm drain inlet upgrades, striping modifications, and signage.

Lumos & Associates was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering services. Negotiations of Lumos's scope, schedule, and budget indicated the amount for these services is within the appropriate budget. The targeted schedule for these services is as follows:

- Notice to Proceed: October 2024
 - Preliminary Design: June 2025
 - Right-of-Way Activities: July 2025
 - Final Design: December 2025
 - Begin Construction: May 2025
 - Complete Construction: October 2026
-

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

06/17/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Street and Highway Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos & Associates, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Lumos & Associates, Inc. from the Civil Engineering Design & Construction Management Services for the Streets & Highways Program shortlist to perform engineering services in connection with the Prater Way Rehabilitation Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2026, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A-2. 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-1.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A-3. 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-1. 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-1.

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) and/or American Concrete Institute (ACI) 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 or ACI (as applicable) 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-1 and B-2, inclusive. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-2.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B-2 "TOTALS" column. 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	\$609,290
Total Design Contingency	\$20,000
Total Not-to-Exceed Amount	\$629,290

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Kimberly Diegle, 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 Alex Greenblat, 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
Kimberly Diegle, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: kdiegle@rtcwashoe.com
(775) 335-1844

CONSULTANT: Timothy Russell, P.E., WRS
Engineering Director
Alex Greenblat, P.E.
Senior Project Manager, Engineering
Lumos and Associates, Inc.
950 Sandhill Road, Suite 100
Reno, Nevada 89521
Email: trussell@lumosinc.com
(775) 827-6111

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

LUMOS & ASSOCIATES, INC.

By: _____
Timothy Russell, P.E., WRS, Director, Engineering

EXHIBIT A-1 through A-3

EXHIBIT A-1: SCOPE OF SERVICES

EXHIBIT A-2: PROJECT TEAM

EXHIBIT A-3: SCHEDULE OF SERVICES

EXHIBIT A-1

SCOPE OF SERVICES
FOR THE
PRATER WAY REHABILITATION PROJECT

The Regional Transportation Commission (RTC) has identified Prater Way for rehabilitation with the following limits: Prater Way from E/S Pyramid Way (NDOT) to E/S Stanford Way. Additional sections may be included for micro surface treatment to 10th street to the West and Probasco Way to the East.

Prater Way from E/S Pyramid Way to E/S Stanford Way is depicted as City of Sparks Right-of-Way per the Washoe Regional Mapping System. Pyramid Way is Nevada Department of Transportation (NDOT) Right-of-Way.

The Scope of Services for the Prater Way Rehabilitation Project (Project) is anticipated to include eligible Improvements per the 2023 Street & Highway Program Policy, including but not limited to: portions of sidewalk, curb, gutter, driveway, bus stops, and pedestrian ramp evaluation and replacement, pavement reconstruction and micro surface treatments, utility adjustments, storm drain inlet upgrades, striping modifications, and signage.

1. PROJECT MANAGEMENT

Management of the overall project will include scheduling of CONSULTANT staff resources, coordinating with agencies, specifically City of Sparks, scheduling, invoicing, and general project administration. Detailed monthly invoices will be prepared to document work performed during the invoicing period.

CONSULTANT'S Project Manager will facilitate and assist in coordination of: Project Kick off meeting, alternative analysis meeting, and preliminary design, 90% and 100% design review meetings, as required by RTC. CONSULTANT will compile agendas and provide meeting minutes.

CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of Project progress with bi-weekly progress meetings.

The assumed duration for this task is approximately 18 months.

Deliverables:

- Various meeting agendas and minutes
- Monthly invoices and summaries

2. TOPOGRAPHIC MAPPING

CONSULTANT will establish a horizontal and vertical survey control network on-site, referenced to the Nevada State Plane Coordinate System, West Zone, NAD83 and based on the City of Sparks Benchmarks using a local combined scale factor to establish ground values for the project. Existing survey monuments will be located and re-established in the field. CONSULTANT will utilize the survey control network to complete a topographic survey within: Prater Way roadway Right-of-Way from E/S Pyramid Way (NDOT) to E/S Stanford Way. Additional topo will be obtained extending to 10th Street to the West and to Probasco Way to the East. This survey can be supplemented using the aerial as we are focused on striping, lip of

gutter, and existing utility lids. Cross streets will be surveyed approximately 50' beyond the returns along Prater Way.

A project basemap will be created using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=20' with a 1' contour interval consistent with National Map Accuracy Standards. Field shots using conventional surveying methods will be obtained at critical locations such as concrete curb, handicap ramps, utilities, overhead utility lines and storm drain features to be combined with the aerial digital terrain model to supplement the basemap. A digital terrain model, topographic basemap, and color orthophoto will be generated using the combination of ground and aerial collected data and utilized for design purposes.

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Catch basins and storm drain manholes will be dipped as needed for inclusion into the base map. Lumos will request the most recent City of Sparks dip sheets to supplement field information. Lumos will provide traffic control for subsurface utility investigation, which is anticipated to take two days based upon the level of traffic control required for the volumes of traffic anticipated.

The record Right-of-Way information will be shown on the project plans. No resolution of Right-of-Way is included in this task.

3. RIGHT-OF-WAY ENGINEERING

Prater Way from E/S Pyramid Way to E/S Stanford Way shall be the limits associated with Work under Task 3. CONSULTANT shall request approval from the RTC Project Manager to proceed with Right of Way Engineering Services.

3.1. Preliminary Title Reports

It is estimated that a total of up to (12) Temporary Construction Easements (TCEs) and/or Permanent Easements (PEs) may be required for construction of bus stops, pedestrian path sidewalk, and ramp improvements. CONSULTANT will obtain up to twelve (12) preliminary title reports including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title report are correct and functioning. CONSULTANT will coordinate necessary revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title reports to RTC. CONSULTANT assumes one update to each of the (12) title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title reports to RTC.

3.2. Boundary Survey and Legal Descriptions

CONSULTANT will review title reports for up to twelve (12) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize County records to obtain deeds and other record data for the parcels to be surveyed. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

CONSULTANT will then perform field boundary surveys of the subject parcels. During the field survey,

existing property corners, section corners, and Right-of-Way monuments, including centerline, will be located as required to resolve the legal boundaries of the subject parcels.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street Right-of-Ways and found boundary monuments.

CONSULTANT will utilize the boundary base map to prepare up to 12 legal descriptions and exhibit figures.

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

3.3. Permission to Construct Agreement Exhibits

CONSULTANT will prepare Permission to Construct (“PTC”) exhibits for up to 43 parcels. This excludes any legal descriptions relating to the PTC’s. PTC’s are assumed to be completed for any parcel whose driveway access fronts the affected roadway or whose property would be affected by temporary grading/construction operations for pedestrian ramps and/or bus stops.

3.4. Right-of-Way Setting

CONSULTANT will participate in a meeting to set the Right-of-Way requirements for the project. CONSULTANT will prepare a meeting agenda and meeting summary. CONSULTANT will prepare a Right-of-Way summary in excel format identifying all easements necessary to construct the project including acquisitions, partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, easement purpose and estimated acquisition valuation and estimated Offer amount; (valuation/estimated Offer information to be provided by RTC). The summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements. A roll plot exhibit will be provided for the meeting.

3.5. Right-of-Way Maps

CONSULTANT will prepare Right-of-Way maps including existing and proposed easements, existing right-of-way, APN, owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

Deliverables:

- Preliminary title reports and updated vesting deeds
- Right-of-way setting meeting agenda and summary
- Right-of-way summary in excel format
- Right-of-way maps
- Legal descriptions and exhibits
- Roll plot Exhibit
- PTC Exhibits

4. INVESTIGATION of EXISTING CONDITIONS

Prater Way from E/S Pyramid Way to E/S Stanford Way shall be the limits associated with Work under Task 4.

4.1. Concrete Condition Survey

CONSULTANT will evaluate bus stop pads, curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards. CONSULTANT shall also evaluate the pedestrian access routes including existing pedestrian ramps, sidewalks, and driveway aprons within the project limits for compliance with current ADA standards and potential safety issues, such as sight distance and/or visibility, based upon RTC criteria.

CONSULTANT shall identify catch basin structures to be upgraded to Type 4R catch basin structures. Existing manhole covers will be evaluated within City Right-of-Way and the project limits for potential upgrades, such as, existing 36" SSMH covers being converted to 24" with adapter, or incorrect covers.

CONSULTANT will provide a recommendation on concrete replacement based upon condition and compliance standards to the RTC for consideration.

4.2. Pavement Structural Investigation

CONSULTANT proposes a field investigation that will consist of approximately four (4) test pits. Exploration depth for test pits will range from one (1) to five (5) feet below ground surface, or practical refusal, whichever comes first. CONSULTANT will collect samples of each soil type encountered within the test pits and core excavations and document the existing pavement structural section. CONSULTANT will obtain a no-cost encroachment permit from the applicable Local Entity (anticipated to be City of Sparks) for soil sampling. Traffic Control (lane closure) will be provided. CONSULTANT to provide asphalt patching per applicable specification or as directed per Encroachment/Excavation Permit requirements. CONSULTANT will also complete the USA Dig clearance.

Representative samples of the subgrade soils encountered will be used for the following laboratory testing: soil classification, PI, moisture, gradation, and R-values. Per the 2021 RTC Structural Design Guide for Flexible Pavements, two (2) R-value tests will be conducted per sampling location. If the two (2) tests (at a location) do not fall within the ASTM D2844 precision statement, an additional R-value test will be conducted.

Results of the investigation will be summarized in an updated written report discussing site conditions, field investigation and associated laboratory testing, conclusion, and recommendations. The Pavement Structural Investigation will be supervised by, and the report will be signed/sealed by a registered Professional Engineer in the State of Nevada. A preliminary report has already been provided to the RTC, but only contained cores, and did not include any R-Value sampling or testing.

4.3. Utility Coordination

Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to 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 utilities with prior rights by

facilitating meetings and reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporation of the utility work into the RTC plans.

Utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare and distribute meeting agendas, and provide and distribute meeting summaries following the meeting. It is assumed two (2) utility coordination meetings will be held.

CONSULTANT will distribute design review submittals (50% and 90%) to utility agencies for review and comment. CONSULTANT will track which utility agencies were provided design review submittals as part of the design review comment matrix for each round of submittals. CONSULTANT will track and incorporate all Utility Agency review comments received into the review comment matrix for each submittal. CONSULTANT will incorporate comments received from Utility Agencies, as appropriate.

4.4. Utility Pothole Exploration

Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall request approval from the RTC Project Manager to pothole a sufficient number of locations to make such a determination. CONSULTANT will obtain a no-cost encroachment permit from the applicable Local Entity to complete the work. USA Dig will be contacted prior to starting of potholing activities. Traffic Control (lane closure) will be provided. CONSULTANT to provide asphalt patching per applicable specification or as directed per Encroachment/Excavation Permit requirements. We have assumed up to two (2) days of traffic control, inspection, and excavation services would be required.

Deliverables (PDF format):

- Concrete Condition Survey Markups
- Updated Pavement Structural Investigation Report

5. DEVELOP ALTERNATIVES ANALYSIS

CONSULTANT will analyze three main alternatives for complete streets or road diet options for the project based upon data obtained and recommendations developed resulting from Task 4. Among the alternatives that will be considered are:

- Re-stripe only with adding Bike Lanes
- Re-stripe Road Diet
- Road Diet by moving curb lines (Complete Streets)

5.1. Alternatives Analysis Traffic Engineering (Headway Transportation)

This task is for the performance of traffic engineering data collection and evaluations which will inform the alternatives analysis and recommendations for a preferred alternative.

Included in this task is:

- Perform mid-week day AM and PM peak period turning movement counts (including all travel modes) at the Pyramid Way/Prater Way intersection. School drop-off and pick-up times will be included.
- Perform a 48-hour volume/speed/classification count on Prater Way east of Pyramid Way

- Determine the design volumes and vehicle mix for pavement design purposes and provide a brief memorandum and table explaining the design traffic volumes
- Obtain the most recent crash data from NDOT and perform a crash analysis for the study limits
- Evaluate safety around Dilworth Middle School including making recommendations regarding crosswalk locations, RRFB locations, student standing areas, sight lines, and conflict reduction
- Provide a comparison (pros/cons/major issues) of up to three (3) complete street or road diet roadway layout alternatives discussing pedestrian safety, bicycle safety, school crossing needs, vehicle capacity, circulation, and turn lane needs, transit movement and stops, and traffic control device requirements
- Assist in the preparation of 30% design level alternatives exhibits
- Provide DRAFT and FINAL alternatives analysis traffic evaluation reports
- Participate in up to four (4) meetings

This task is intended to be flexible but is limited to one hundred sixty (160) hours of professional staff time.

5.2. Alternatives Analysis Summary Report

CONSULTANT will compile a Summary Report, including: description of alternatives analyzed, opportunities and limitations of each alternative, preliminary construction cost estimates for each alternative based on recent bid tab data, anticipated utility impacts, considerations of extending micro surface treatments to 10th Street and Probasco Way for road diet and complete street options, and any other pertinent information that may directly impact development and consensus of the preferred design alternative. The three alternatives will be schematically designed to 30% in order to accurately analyze the different options and provide enough detail for RTC and City of Sparks to make a decision.

CONSULTANT will document concurrence reached by RTC and City of Sparks and other Stakeholders as applicable. The process of identifying the preferred design alternative shall be included in the final Alternatives Report Submittal. Findings and recommendations of CONSULTANT for all tasks identified in Task 5.1 and Task 4, with the exception of Task 4.3, Utility Coordination, shall be included in the report with backup documentation.

6. AGENCY COORDINATION & PUBLIC OUTREACH

6.1. Public Information Meeting

CONSULTANT will prepare applicable exhibits for and attend one (1) public information meeting. A virtual presentation will be made by RTC to properties adjacent to the project work zone to discuss project improvements, limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will also participate in and provide a meeting summary for one (1) pre public information meeting with RTC Staff to discuss and review exhibits, topics, and appropriate responses to questions.

CONSULTANT will provide RTC with all publicly viewed information two weeks prior to their public release for review and comment.

It is assumed RTC will identify appropriate venues, design and place print ads, prepare mailers and press releases, cover the direct costs associated with the meeting venues, print ads, court reporter, Spanish translator, and mailers and those costs are not included as part of the CONSULTANT'S fee.

Deliverables:

- Public information meeting exhibits
- Pre public information meeting summary

6.2. Key Stakeholder Coordination (City of Sparks, WCSD, Safe Routes to School)

CONSULTANT will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to two (2) one-on-one presentations and/or meetings during this Project. RTC Project Manager will coordinate, set up, and conduct the meetings. CONSULTANT will provide meeting minutes as directed by RTC.

Deliverables:

- Community stakeholder meeting exhibits and summaries

6.3. NDOT Permitting

CONSULTANT will proceed with Task 6.3 upon approval from the RTC Project Manager. CONSULTANT anticipates the following scope of work relating to NDOT permitting:

Limits of Improvement:

- Either side of Prater Way/Pyramid Way intersection.

Anticipated Civil Design Elements:

- Asphalt reconstruction and/or micro surfacing, utility adjustments, striping, and potentially PCC curb and gutter, sidewalk, and pedestrian ramp replacement.
 - CONSULTANT will provide new improvement design and will produce improvement plans, traffic control plans, and permit application, with the intent of submitting for an NDOT Type VI ‘Miscellaneous’ Occupancy Permit.

RTC will submit an Occupancy Permit application prepared by the CONSULTANT. CONSULTANT will also provide color-coded improvement plans and documentation pertaining to civil work in accordance with the Nevada Department of Transportation standards. It is anticipated that NDOT will require a Permit Category Type VI ‘Miscellaneous Permit’. RTC will be responsible for submission and processing of the NDOT permit.

CONSULTANT will identify and participate in negotiations if RTC and NDOT design standards conflict. CONSULTANT will file a ‘Design Variation’ request to NDOT with the improvement plan submittal as necessary.

CONSULTANT will provide to RTC the following NDOT permitting documents:

- Title Sheet: providing required information including a vicinity map, NDOT general notes, installation quantities etc.
- Color-coded Plan & Profile, Cross-section and Detail Sheet(s): providing NDOT designated reference materials.
- Support documentation including a Drainage Information form and Technical Drainage Letter, if required. CONSULTANT does not anticipate developing a Drainage Report.
- Traffic control plans reviewed and approved by an ATSSA certified individual.

Assumptions and Exclusions:

In preparing this NDOT scope of work, CONSULTANT had made the following exclusions and/or assumptions:

- CONSULTANT excludes a separate geotechnical investigation for this task, however, if a modified report becomes a requirement of NDOT to submit for a Permit Category Type VI 'Miscellaneous Permit', CONSULTANT can provide a proposal at a later date.
- This scope excludes a Cultural Resource Survey or Underlying Fee Ownership (UFO).
- CONSULTANT assumes the construction schedule will be developed by the General Contractor.
- Utility relocation design other than potential City of Sparks storm drain, is excluded.
- SWPPP submittal and Erosion Control Plan will be the responsibility of the General Contractor.
- Fees for Agency submittal, reviews and permit fees are excluded from the total fee and are the sole responsibility of the RTC.

7. PRELIMINARY DESIGN

7.1. Plans and Estimate

CONSULTANT will prepare 50% preliminary plans and a preliminary cost estimate suitable for RTC and Local Entity review based upon the selected alternative from Task 5. Curb, gutter, and sidewalk that are deficient according to both RTC and Local Entity standards shall be identified. Utility Improvements identified to date and Right-of-Way limits will be included in the 50% Submittal. Vertical design and grading details are excluded from the 50% Submittal. Preliminary design review meeting will be performed under Task 1.

Deliverables:

- Preliminary plans and cost estimate

7.2. Traffic Engineering Support (Headway Transportation)

This task is for traffic engineering design support following the alternatives analysis stage through final design. Work activities are anticipated to include:

- Assistance with design of traffic related items
- Peer review of signing and striping plans
- Participation in design and plan review meetings
- Assist in responding to agency comments

This task is intended to be flexible but is limited to one hundred (100) hours of professional staff time.

8. FINAL DESIGN

8.1. Prepare Final Plans, Specifications, and Estimate

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

The final construction plans will be on 22" x 34" size sheets and will show all elements of the Project construction, including plan/profile view, right-of-way lines, cross-sections, and construction/slope limits.

The final plan set will include, as a minimum:

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Plan/Profile Sheets (at 1"=20' scale)
- Intersection, Grading, and Pedestrian Ramp Sheets (at 1"=20' scale)
- Signage and Striping Sheets (at 1"=20' scale)
- Detail Sheets (scale as noted)

Depths of existing sanitary sewer, storm drain and water 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 with American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Sparks, Washoe County School District, utility agencies and other affected parties for review at the 50%, 90%, 100% and final stages of completion per the following:

- 50% & 90% Plans – Electronic (PDF); (1) half size and (1) full size set to RTC, Local Entity, and to each utility agency and other affected parties
- 90% Specifications – Electronic (PDF, zipped folder with individual documents in Word format) to RTC, and Electronic PDF to Local Entity
- 100% Plans – Electronic (PDF); (1) half size and (1) full size set to RTC, Local Entity, and to each utility agency and other affected parties
- 100% Specifications – Electronic (PDF, zipped folder with individual documents in Word format) to RTC, and Electronic PDF to Local Entity
- Final Working Plan Set – Electronic (PDF); (1) half size and (1) full size set to RTC, Local Entity, and to each utility agency and other affected parties
- Final Working Specification Document – Electronic (PDF, zipped folder with individual documents in Word format) to RTC, and Electronic PDF to Local Entity
- 50%, 90%, 100%, IFB Engineer's Opinion of Probable Construction Costs – Electronic (PDF, Excel spreadsheet format) to RTC
- 50%, 90%, 100% Submittal Comments will be tracked, addressed, and incorporated as applicable into the subsequent plan set by the CONSULTANT, utilizing a comment resolution matrix. CONSULTANT will assist in distributing the comment resolution matrix in Excel spreadsheet format to appropriate agencies and stakeholders, as directed by RTC.

90% Plans shall include Right-of-Way sheets, detail sheets, existing surface features, existing and proposed subsurface utilities (per paragraph, above), surface Improvements, plan and profile sheets with final roadway design (horizontal and vertical) identified for the Project. Striping and signage plans, pedestrian ramp grading, and any other details necessary for Construction shall be included with the 90% Submittal.

The 90% Submittal will address and incorporate as applicable, all comments generated from the 50% Submittal review.

100% and Issued for Bids (IFB) Submittal will address and incorporate as applicable, all comments generated from the 90% and 100% Submittal reviews, respectively. 90% and 100% design review meetings will be performed under Task 1.

The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of the Project. CONSULTANT will prepare final signed and sealed plans and specifications and distribute as indicated above. The RTC will upload the documents to the ProcureWare system.

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, as part of the 90%, 100% and Issued for Bid (IFB) Submittal. The cost opinion will be in the same format as the bid proposal form included in the contract documents.

8.2. Constructability Review Workshop

CONSULTANT will perform a quality control review of the plans, contract documents, technical specifications and Opinion of Probable Construction Costs and Time, which will focus on technical aspects of the plans, specifications and OPCC and will ensure that all items of work are adequately covered.

The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the Project.

CONSULTANT shall facilitate a half-day workshop to perform a Constructability Review of the Project prior to the 90% submittal with the RTC. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel and designer shall attend a field review of roadway segment is anticipated. Discussion topics may include review of design in the field, conflict identification, maintenance of traffic control, special events, limitations of operations, schedule, and phasing, etc.

8.3. Traffic Engineering Design

If authorized by the RTC Project Manager, CONSULTANT will prepare the plans, technical specifications, and engineer's estimate (PS&E) for:

- Traffic signal modifications at the Prater Way/4th Street intersection
- An overhead (mast arm mounted) Rectangular Rapid Flashing Beacon (RRFB) system at one (1) location.

This work will include:

- Identifying any right-of-way impacts and areas for acquisition at a preliminary level, specific to signalization
- Reviewing the intersection for utility conflicts and other design or implementation issues, specific to signalization, and provide a summary of potential issues and resolutions
- Establishing new equipment locations consistent with the proposed intersection configuration (new pedestrian ramps, new pedestrian buttons, new poles, intersection reconfiguration, etc.)
- Design of new conduit, conductors, push button locations, and other equipment
- Specification of controller and detection equipment
- Coordinate the ADA accessible design for pedestrian buttons with the existing/proposed ped ramp locations with the civil design team

- Providing notes, equipment schedules, and conduit/conductor schedules
- PS&E submittals at the 50%, 90%, and 100%, and Bidding design stages for RTC and City of Sparks review
- Respond to agency comments
- Special Technical Specifications based on City of Sparks/NDOT standards at 90% and beyond
- Engineer's Estimates at each deliverable stage
- Bid Items and Bid Item Clarifications for the work at 90% and beyond.

9. BIDDING SERVICES

9.1. Plan Set and Specification Distribution

CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the ProcureWare system. CONSULTANT will issue and distribute the Conformed Set of Plans once the Contract for Construction has been awarded to the successful bidder.

9.2. Pre-bid Meeting

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

9.3. Bid Opening

CONSULTANT will attend and participate in the bid opening and review the bids received for irregularities. CONSULTANT will provide a recommendation for award. CONSULTANT will tabulate bid results into an Excel spreadsheet and check multiplication and addition of bid items.

10. DESIGN CONTINGENCY (OPTIONAL)

This task is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 9 if authorized. 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. Work will be performed on a time and materials basis in accordance with CONSULTANT'S fee schedule as included per Exhibit B-1.

ASSUMPTIONS/EXCLUSIONS:

- Construction Services, including but not limited to: Construction Administration, Construction Surveying/Staking, Construction Inspection, Materials Testing, and As-Built Information will be evaluated and is anticipated to be included as a future Amendment to this agreement.
- Work outside the established scope of work can be performed on a time and materials basis in accordance with Exhibit B-1 as approved by the RTC Project Manager
- RTC will coordinate directly with NDOT during the preliminary design phase.
- Scope excludes drainage analysis and report for the project.

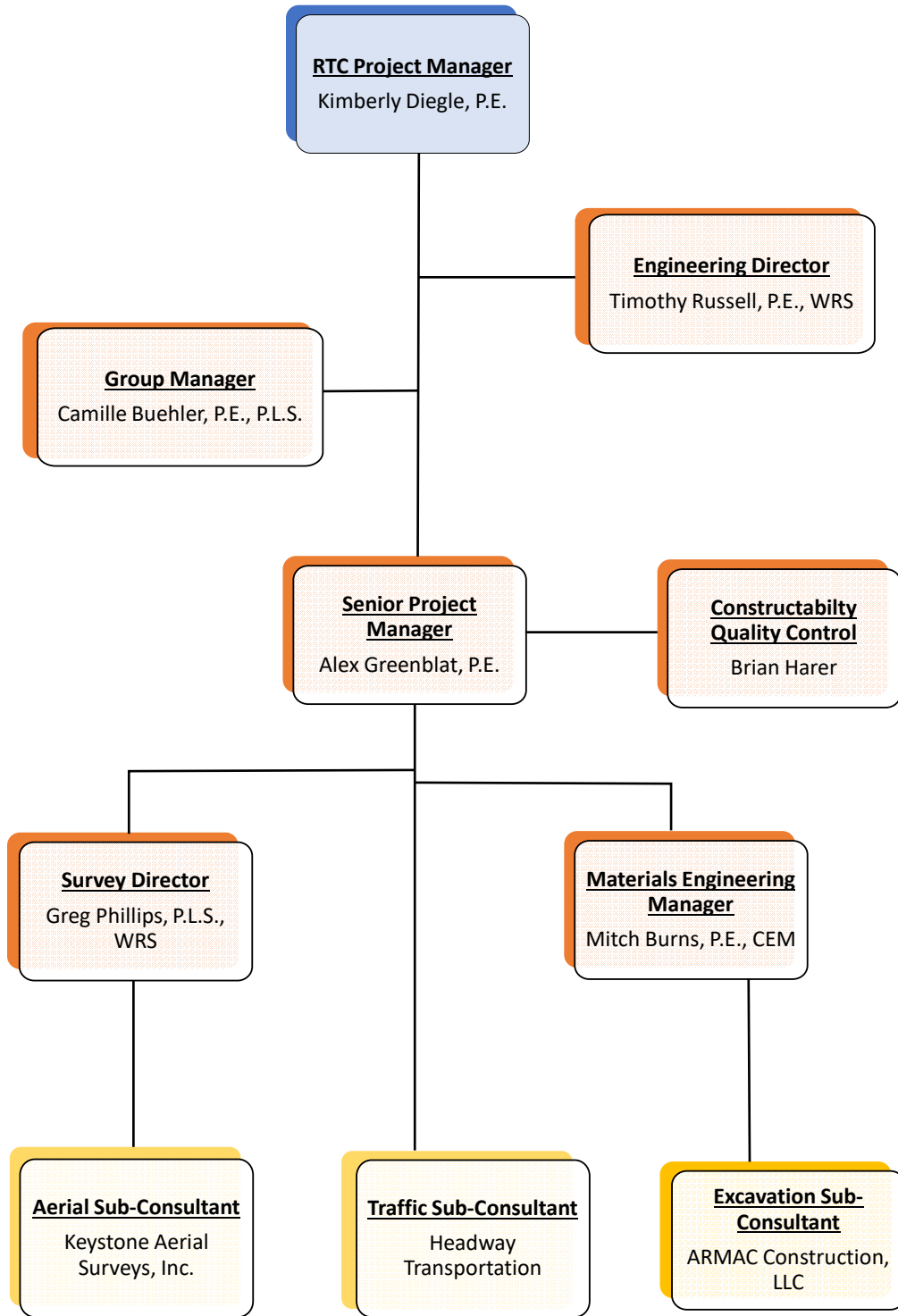


EXHIBIT A-3 Schedule of Services

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline																											
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1	PSA Procurement	3 wks	Fri 9/20/24	Thu 10/10/24																													
2	Project Kickoff	1 day	Fri 10/11/24	Fri 10/11/24	1																												
3	Topographic Mapping and Right-of-Way Engineering	8 wks	Mon 10/14/24	Fri 12/6/24	2																												
4	Investigation of Existing Conditions	10 wks	Mon 10/14/24	Fri 12/20/24																													
5	Supplemental Geotechnical Investigation	6 wks	Mon 10/14/24	Fri 11/22/24	2																												
6	Traffic Counts	4 wks	Mon 11/4/24	Fri 11/29/24																													
7	Existing Concrete Condition Survey	3 wks	Mon 12/2/24	Fri 12/20/24	3																												
8	Alternatives Analysis	14 wks	Mon 12/23/24	Fri 3/28/25	3																												
9	Agency Review	4 wks	Mon 3/31/25	Fri 4/25/25	8																												
10	Preliminary Design (50%)	7 wks	Mon 4/28/25	Fri 6/13/25	9																												
11	Agency Review	3 wks	Mon 6/16/25	Fri 7/4/25	10																												
12	Right-of-Way Setting, Engineering, and Acquisition	31 wks	Mon 7/7/25	Fri 2/6/26	11																												
13	Final Design (90%)	16 wks	Mon 7/7/25	Fri 10/24/25	11																												
14	Agency Review	3 wks	Mon 10/27/25	Fri 11/14/25	13																												
15	Final Design (100%)	5 wks	Mon 11/17/25	Fri 12/19/25	14																												
16	Agency Review	3 wks	Mon 12/22/25	Fri 1/9/26	15																												
17	Final Bid Documents	4 wks	Mon 1/12/26	Fri 2/6/26	16																												
18	Advertise (Tentative)	4 wks	Tue 2/10/26	Mon 3/9/26	17																												
19	Open Bids (Tentative)	1 day	Tue 3/10/26	Tue 3/10/26	18																												
20	Contracts and Idle Period	7 wks	Mon 3/16/26	Fri 5/1/26	19																												
21	Notice to Proceed (Tentative)	1 day	Mon 5/4/26	Mon 5/4/26	20																												
22	Construction (Tentative)	110 days	Mon 5/4/26	Fri 10/2/26	20																												
23	Substantial Completion (Tentative)	1 day	Fri 10/2/26	Fri 10/2/26	22																												
24	As-Built Documentation	5 wks	Mon 10/5/26	Fri 11/6/26	23																												

Project: PRATER WAY REHABILITATION PROJECT Date: 9/4/2024	Task		Inactive Task		Manual Summary Rollup		External Milestone	
	Split		Inactive Milestone		Manual Summary		Deadline	
	Milestone		Inactive Summary		Start-only		Progress	
	Summary		Manual Task		Finish-only		Manual Progress	
	Project Summary		Duration-only		External Tasks			

EXHIBIT B-1 through B-2

EXHIBIT B-1: HOURLY RATE FEE SCHEDULE

EXHIBIT B-2: FEE DETAIL

Engineering	Per Hour
Director	\$295
Group Manager	280
Assistant / Project / Senior Project Manager	205/235/250
Staff / Project / Senior Engineer	185/200/215
Assistant / Project / Senior Project Coordinator	145/180/190
Project / Senior Project Designer	160/170
Engineering Technician I / II / III	110/140/150
Construction	Per Hour
Director	\$285
Materials Engineering Manager	250
Assistant / Project / Senior Project Manager	195/225/240
Staff / Project / Senior Geotechnical Engineer	180/195/205
Construction Services Supervisor / Engineer	160/185
Assistant / Project / Senior Project Coordinator	140/175/185
Geotechnician	160
Inspector / Senior Inspector (includes nuclear gauge)	150/160
Construction Technician I / II / III	115/125/135
Materials Technician I / II / III (includes nuclear gauge)	105/115/125
Administrative Technician	85/95/105
Surveying	Per Hour
Director	\$285
Group Manager	270
Assistant / Project / Senior Project Manager	195/225/240
Staff / Project / Senior Surveyor	180/195/205
Assistant / Project / Senior Project Coordinator	140/175/185
Photogrammetrist / Photogrammetry Manager	155/180
GIS Analyst	135
Surveying Technician I / II / III	90/135/145
Party Chief	180
Administrative & Other Services	Per Hour
Administrative Support	\$125

Testing/Inspection	Per Hour
Director	\$285
Materials Engineering Manager	250
Assistant / Project / Senior Project Manager	195/225/240
Staff / Project / Senior Geotechnical Engineer	180/195/205
Construction Services Supervisor / Engineer	160/185
Assistant / Project / Senior Project Coordinator	140/175/185
Geotechnician	160
Inspector / Senior Inspector (includes nuclear gauge)	150/160
Construction Technician I / II / III	115/125/135
Materials Technician I / II / III (includes nuclear gauge)	105/115/125
Administrative Technician	85/95/105

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
Direct Shear	(ASTM D-3080)	350
Consolidation	(ASTM D-2435)	500
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	250

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	550

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

**PRATER WAY
REHABILITATION PROJECT**

**EXHIBIT B-2
FEE DETAIL**

DATE: 9/4/2024

BUDGET ESTIMATE		ENGINEERING													ADMIN	OTHER	TOTALS
FEE	\$280	\$250	\$250	\$215	\$170	\$150	\$160	\$160	\$190	\$135	\$225	\$180	\$270	\$135	\$125		
TITLE	GROUP	SR. PROJECT	MATERIALS	SR. PROJEC	SR. PROJECT	ENGR	SENIOR	GEO	SR. PROJECT	CONSTRUCTION	SURVEY	PHOTOGRAMMETRY	2 MAN	SURVEY	ADMINISTRATOR	SUBS	
TASK	MANAGER	MANAGER	MANAGER	ENGINEER	DESIGNER	TECH III	INSPECTOR	TECHNICIAN	COORDINATOR	TECHNICIAN III	MANAGER	MANAGER	CREW	TECH II		OTHER	TOTAL
1 - Project Management																	
Project Management	8	40		40													\$20,840
Project Meetings/Coordination		50		30													\$18,950
Sub Total Hrs.	8	90		70													168
Sub Total \$	\$2,240	\$22,500		\$15,050													\$39,790
2 - Topographic Mapping																	
Project Basemap											8	70	70	40		\$2,000	\$40,700
Subsurface Investigation (including Traffic Control)									8				16			\$7,500	\$13,340
Sub Total Hrs.									8		8	70	86	40			212
Sub Total \$									\$1,520		\$1,800	\$12,600	\$23,220	\$5,400		\$9,500	\$54,040
3 - Right-of-Way Engineering																	
3.1 - Preliminary Title Reports (Max 12)																\$18,000	\$20,700
3.2 - Boundary Survey and Legal Descriptions (Max 12)													20	180			\$52,200
3.3 - PTC Exhibits (Max 43)		4			20	40											\$10,400
3.4 - Right-of-Way Setting		16			20												\$7,400
3.5 - Right of Way Maps		4		40		40											\$15,600
Sub Total Hrs.		24		40	40	80					112		20	180			496
Sub Total \$		\$6,000		\$8,600	\$6,800	\$12,000					\$25,200		\$5,400	\$24,300		\$18,000	\$106,300
4 - Investigation of Existing Conditions																	
4.1 - Concrete Condition Survey																	
Concrete and ADA Assessments		4				12	24										\$6,640
Sub Total Hrs.		4				12	24										40
Sub Total \$		\$1,000				\$1,800	\$3,840										\$6,640
4.2 - Pavement Structural Investigation																	
Field Investigation			2					2		12						\$13,200	\$15,640
E&E Permit Coordination (City of Sparks)			2					4									\$1,140
Update Report & Lab Testing		4	4					8							4	\$8,000	\$11,780
Report Modifications & Meeting w/ RTC		2	2					8							4		\$2,780
Sub Total Hrs.		6	10					22		12					8		58
Sub Total \$		\$1,500	\$2,500					\$3,520		\$1,620					\$1,000	\$21,200	\$31,340
4.3 - Utility Coordination																	
Initial mapping requests and utility meetings		20			24												\$9,080
Sub Total Hrs.		20			24												44
Sub Total \$		\$5,000			\$4,080												\$9,080
4.4 - Utility Pothole Exploration																	
Potholing and Traffic control			4				20									\$17,900	\$22,100
Sub Total Hrs.			4				20										24
Sub Total \$			\$1,000				\$3,200									\$17,900	\$22,100
5 - Develop Alternatives Analysis																	
5.1 - Alternatives Analysis Traffic Engineering																	
Traffic Counts, Crash Study/Safety Analysis, Alternate Layouts, meetings		12		12												\$32,000	\$37,580
Sub Total Hrs.		12		12													24
Sub Total \$		\$3,000		\$2,580												\$32,000	\$37,580
5.2 - Alternatives Analysis Summary Report																	
Civil scope, schematic design, Estimates, report compilation		24		80		100											\$38,200
Sub Total Hrs.		24		80		100											204
Sub Total \$		\$6,000		\$17,200		\$15,000											\$38,200

**PRATER WAY
REHABILITATION PROJECT**

**EXHIBIT B-2
FEE DETAIL**

DATE: 9/4/2024

BUDGET ESTIMATE		ENGINEERING														ADMIN	OTHER	TOTALS
FEE	\$280	\$250	\$250	\$215	\$170	\$150	\$160	\$160	\$190	\$135	\$225	\$180	\$270	\$135	\$125			
TITLE	GROUP	SR. PROJECT	MATERIALS	SR. PROJEC	SR. PROJECT	ENGR	SENIOR	GEO	SR. PROJECT	CONSTRUCTION	SURVEY	PHOTOGRAMMETRY	2 MAN	SURVEY	ADMINISTRATOR	SUBS		
TASK	MANAGER	MANAGER	MANAGER	ENGINEER	DESIGNER	TECH III	INSPECTOR	TECHNICIAN	COORDINATOR	TECHNICIAN III	MANAGER	MANAGER	CREW	TECH II		OTHER	TOTAL	
6 - Agency Coordination & Public Outreach																		
6.1 - Public Information Meeting and Exhibits		8				16											\$4,400	
6.2 - Stakeholder Coordination		8				16											\$4,400	
6.3 - NDOT Permitting		10		20		30											\$11,300	
Sub Total Hrs.		26		20		62											108	
Sub Total \$		\$6,500		\$4,300		\$9,300											\$20,100	
7 - Preliminary Design																		
7.1 - Preliminary Plan Sheets (50%), & Estimate		8		60	80	120											\$46,500	
7.2 - Traffic Engineering Support																\$20,000	\$20,000	
Sub Total Hrs.		8		60	80	120											268	
Sub Total \$		\$2,000		\$12,900	\$13,600	\$18,000										\$20,000	\$66,500	
8 - Final Design																		
90% Improvement Plans & Specs		8		120	120	140											\$69,200	
100% Improvement Plans & Specs		8		40	40	80											\$29,400	
Final Bid Documents		4		20	40	40											\$18,100	
8.2 - Quality Assurance/Quality Control/Constructability Workshop	4	20	4	24			40										\$18,680	
8.3 - Traffic Engineering Design - Signal and RRFB																\$35,000	\$35,000	
Sub Total Hrs.	4	40	4	204	200	260	40										752	
Sub Total \$	\$1,120	\$10,000	\$1,000	\$43,860	\$34,000	\$39,000	\$6,400									\$35,000	\$170,380	
9 - Bidding Services																		
RFIs/Addendums/Bid Tabs/Attendance in Pre-bid and opening		8		16		12											\$7,240	
Sub Total Hrs.		8		16		12											36	
Sub Total \$		\$2,000		\$3,440		\$1,800											\$7,240	
10 - Design Contingency (OPTIONAL)																		
Design Contingency																\$20,000	\$20,000	
Sub Total Hrs.																		
Sub Total \$																\$20,000	\$20,000	
Total Hrs.	12	262	18	502	344	646	84	22	8	12	120	70	106	220	8		2434	
TOTAL DESIGN SERVICES	\$3,360	\$65,500	\$4,500	\$107,930	\$58,480	\$96,900	\$13,440	\$3,520	\$1,520	\$1,620	\$27,000	\$12,600	\$28,620	\$29,700	\$1,000	\$173,600	\$629,290	

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: Scott Gibson, Project Manger

SUBJECT: 2025 Preventive Maintenance Project Professional Services Agreement

RECOMMENDED ACTION

Approve a contract with Lumos and Associates, Inc., for design and engineering during construction services related to the 2025 Preventive Maintenance Project, in an amount not-to-exceed \$982,155.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos and Associates, Inc. (Lumos) is for professional design and engineering during construction services for the 2025 Preventive Maintenance Project (Project) in the amount of \$942,155 and project contingency in the amount of \$40,000.

The Project will consist of pavement patching, crack sealing, and microsurfacing of approximately two hundred (200) lane miles of regional roads within Washoe County, Reno, and Sparks. Striping design services for road modifications to provide operational and safety improvements is also part of the Project scope.

Lumos 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. The complete scope of services is included as Exhibit A-1 to the attached PSA. Lumos' scope, schedule, and fee indicated the amount for design and engineering during construction services is within the appropriate budget. The targeted schedule for these services is as follows:

- Notice to Proceed: October 2024
 - Initial Evaluations: December 2024
 - Final Design: February 2025
 - Begin Construction: April 2025
 - Complete Construction: October 2025
-

This item supports the FY2025 RTC Goal, "Begin Project Construction: 2025 Pavement Preservation Program".

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

06/17/2022 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 _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos & Associates, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC has selected Lumos & Associates, Inc. from the Civil Engineering Design & Construction Management shortlist to perform certain engineering, design, construction management, and quality assurance services in connection with the 2025 Preventive Maintenance Project (the “Project”).]

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A-1 – Scope of Work. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A-1.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A-2. 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-1. 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-1.

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-1. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B-2.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B-2 Total. 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 (Task 2.1.A)	\$68,020
Design Contingency (Task 2.1.B)	\$10,000
Total Construction Services (Tasks 2.1.E to 2.1.H)	\$874,135
<u>Construction Contingency (Task 2.1.I)</u>	<u>\$30,000</u>
Total Not-to-Exceed Amount	\$982,155

- 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 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 Alex Greenblat, 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: Steven G. Moon, P.E.
Director, Construction Services
Alex Greenblat, P.E.
Senior Project Manager, Engineering
Lumos & Associates, Inc.
950 Sandhill Road, Suite 100
Reno, Nevada 89521
Email: smoon@lumosinc.com
Phone: (775) 827-6111

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

LUMOS & ASSOCIATES, INC.

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

EXHIBIT A-1 through A-2

EXHIBIT A-1: SCOPE OF SERVICES

EXHIBIT A-2: SCHEDULE OF SERVICES

EXHIBIT A-1

SCOPE OF SERVICES **FOR THE** **2025 PREVENTIVE MAINTENANCE PROJECT**

NON-CONSTRUCTION SERVICES

2.1.A.2 Investigate Existing Conditions

Provide an existing conditions study for the proposed roadway sections located in the City of Reno, City of Sparks, and Washoe County (street lists provided by the agencies). This study shall include:

- Identify locations requiring asphalt patching
- Identify locations requiring crack sealing
- Recommendation of treatment required (i.e., Type 2, Type 3, Micro, Double Micro, Cape Seals, Fog Seals, etc.)
- Verification of street areas
- Verification of existing striping conditions
- Recommendations for striping modifications to meet MUTCD or local agency requirements
- Recommendations for striping modifications to accommodate pedestrian and bicycle improvements

2.1.B. Design Contingency

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

CONSTRUCTION SERVICES

2.1.E. Administration

Provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the RTC
- 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
- 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
- Provide weekly electronic quantities
- Supervise the inspection 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
- Provide final test results, field reports in an electronic .pdf on diskette

2.1.F-1. Survey/Data Collection/Layout/Design

Provide survey and design services as follows:

- Mapping of the proposed streets which will include GPS of the roadway areas, patch locations, islands, striping, utility valves, and manholes.
- AutoCAD drawings of the proposed streets showing areas to be slurried including slurry limits, patch locations, pavement striping, and locations of existing utility valves and manholes. Electronic copies to be provided.
- Slurry and patch quantities for each street
- Verification of existing striping, including striping quantities for each street.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents to be placed on the RTC eBid web site.
- Up to ten (10) external storage devices (thumb drives) to be provided with the complete set of slurry, patching, and striping maps.

2.1.F-2. Striping Modification and Design

Provide Striping Plans for roadways designated to be modified from the original configuration.

- Provide recommendations for changes to existing roadways
- Provide 60% plans for agency review
- Incorporate review comments for 90% plans
- Provide 100% plans and striping layout for the contractor

2.1.G-1. Inspection - Patching

The following staffing shall be provided during asphalt patching placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for forty (40) shifts, for a total of 400 hours for the asphalt patching operations.

2.1.G-2. Inspection – Crack Seal

The following staffing shall be provided during pavement crack seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, two (2) hour workdays for fifty-five (55) shifts, for a total of 110 hours for the pavement crack sealing operations.

2.1.G-3. Inspection – Slurry Seal

The following staffing shall be provided during slurry seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide two full time Senior inspectors, ten (10) hour workdays for sixty-five (65) shifts, for a total of 1,300 hours for the slurry seal operations.

2.1.G-4. Inspection – Striping

The following staffing shall be provided during pavement striping placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for seventy-five (75) shifts, for a total of 750 hours for striping operations.

The inspectors 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 review of 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

2.1.H. Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Provide Slurry Aggregate testing. Weekly aggregate testing will include: Sand Equivalent, Durability, and Sieve Analysis, including a 200 wash. A total of eighteen (18) samples will be acquired and tested.
- Provide Slurry Emulsion testing. Partial emulsion testing will be completed in-house for Residue by Evaporation and Ring and Ball Softening Point as per the specified test method. Testing frequency shall be eighteen (18) samples for the entire project.
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability and Marshall unit weight. Eight (8) – hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Twenty-four (24) – asphalt cores are anticipated. Test reports will also include percent compaction.

2.1.I. Construction Contingency

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

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Principal in Charge – Steven G. Moon, P.E.
- Project Manager – Alex Greenblat, P.E.
- Construction Project Manager – Brian Harer
- Construction Assistant Project Manager – Chris Lillo, E.I.
- Construction Project Coordinator – Matthew Wimberley, E.I.
- Materials Engineering Manager – Mitch Burns, P.E., CEM
- Survey Project Manager – Mitch Bartorelli

EXHIBIT B-1 through B-3

EXHIBIT B-1: 2024-2025 HOURLY RATE FEE SCHEDULE

EXHIBIT B-2: FEE DETAIL

EXHIBIT B-3: TESTING FEE BREAKDOWN



Exhibit B-1: RTC 2025 Preventive Maintenance Fee Schedule

August 27, 2024

Testing/Inspection	Per Hour
Director	\$290
Assistant / Project / Senior Project Manager	200/230/245
Construction Services Supervisor / Engineer	165/190
Assistant / Project / Senior Project Coordinator	145/180/190
Inspector / Senior Inspector (includes nuclear gauge)	155/165
Construction Technician I / II / III	120/130/140
Materials Technician I / II / III (includes nuclear gauge)	110/120/130
Administrative Technician	90/100/110

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	550

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

EXHIBIT "B-2"

**RTC OF WASHOE COUNTY
2025 Preventive Maintenance Project**

**JOB NO.: LA24.705
DATE: 8/27/2024**

BUDGET ESTIMATE

TASK	\$290 DIRECTOR	\$245 SR. PROJECT MANAGER	\$230 SURVEY PROJECT MANAGER	\$190 CONSTRUCTION SERVICES ENGINEER	\$185 STAFF SURVEYOR	\$140 CONSTRUCTION TECHNICIAN 3	\$165 SENIOR INSPECTOR	\$130 MATERIALS TECH 3	\$120 MATERIALS TECH 2	\$100 ADMINISTRATIVE TECHNICIAN	TOTAL
2.1.A-2 Investigate Existing Conditions, 2026 P.M.	8.00	120.00	-	-	-	-	220.00	-	-	-	\$ 68,020.00
SUBTOTAL CE											\$ 68,020.00
2.1.B Design Contingency											\$ 10,000.00
2.1.E-1 CONSTRUCTION SERVICES (200 Calendar Days)											
2.1.E Administration	10.00	230.00	-	-	-	110.00	-	-	-	80.00	\$ 82,650.00
2.1.F-1 Survey - Data Collection/Layout for 2025 P.M.	10.00	40.00	8.00	-	30.00	450.00	760.00	-	-	-	\$ 208,490.00
2.1.F-2 Survey - Striping Modification and Design											\$ 40,000.00
2.1.G-1 Inspection - Patching (40 W/D's @ 10 hrs/day) ⁽¹⁾	2.00	50.00	-	-	-	10.00	400.00	-	-	-	\$ 80,230.00
2.1.G-2 Inspection - Crack Seal Placement (55 W/D's @ 2hrs/day) ⁽²⁾	2.00	25.00	-	-	-	5.00	110.00	-	-	-	\$ 25,555.00
2.1.G-3 Inspection - Slurry Seal Placement (65 W/D's) ⁽³⁾	2.00	100.00	-	-	-	20.00	1,300.00	-	-	-	\$ 242,380.00
2.1.G-4 Inspection - Striping (75 W/D's) ⁽⁴⁾	2.00	100.00	-	-	-	20.00	750.00	-	-	-	\$ 151,630.00
2.1.H Testing				30.00				80.00			\$ 16,100.00
						Striping Plates	Slurry Agg Testing ⁽⁵⁾	Emulsion Testing ⁽⁵⁾	Marshall AC Testing ⁽⁵⁾	AC Coring ⁽⁵⁾	
Laboratory Testing \$						\$ 1,000.00	\$11,700.00	\$7,200.00	\$5,400.00	\$1,800.00	27,100.00
SUBTOTAL CM											874,135.00
2.1.I Construction Contingency											\$ 30,000.00
GRAND TOTAL CE + CM											\$ 982,155.00

- ⁽¹⁾ Patching Inspection time based on one (1) inspector for 10 hours per day for 45 shifts of patching.
- ⁽²⁾ Crack Seal Inspection time based on one (1) inspector for 2 hours per day for 55 shifts of crack seal placement.
- ⁽³⁾ Slurry Inspection time based on two (2) inspectors, 10 hours per day for 65 shifts of Slurry.
- ⁽⁴⁾ Striping Inspection time based on one (1) inspector for 10 hours per day for 75 shifts of Striping placement.
- ⁽⁵⁾ See attached B-3 sheet for frequency of testing for asphalt concrete, slurry aggregates and emulsion.
- ⁽⁶⁾ Anticipated project budget as provided by RTC on July 18, 2024

Slurry Budget: \$ 6,500,000 ⁽⁶⁾



2025 PREVENTIVE MAINTENANCE MATERIAL TESTING

EXHIBIT "B-3" - Testing Fee Breakdown

Slurry Aggregates

Test	Unit Cost	
Sand Equivalent	\$200.00	
Durability	\$250.00	
Sieve Analysis	\$200.00	
	\$650.00	per aggregate series
	\$11,700.00	(Total for 18 series)

Emulsion Testing

Test	Unit Cost	# of Tests	Total
Residue Testing (in-house)	\$400.00	18	\$7,200.00
			\$7,200.00

Plantmix Testing

Test	Unit Cost	# of Tests	Total
Plantmix Series	\$675.00	8	\$5,400.00
Coring	\$75.00	24	\$1,800.00
			\$7,200.00

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.4.3

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Signal Pole Standards Evaluation Project PSA with AtkinsRealis USA, Inc.

RECOMMENDED ACTION

Approve a contract with AtkinsRealis USA, Inc., for design and optional engineering during construction services for the Signal Pole Standards Evaluation Project, in an amount not-to-exceed \$141,530.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with AtkinsRealis USA, Inc., is for professional design and engineering analysis services on the Signal Pole Standards Evaluation Project in the amount of \$141,530, which includes a project contingency of \$29,200.

For traffic signal design, the RTC utilizes the latest version of the Nevada Department of Transportation's (NDOT) Standard Plans for Road and Bridge Construction. NDOT's Standard Plans were updated in 2022 and made noteworthy changes to traffic signal pole design in accordance with recently updated national specifications. These updates have generally increased the cost for a standard traffic signal pole.

The typical application of NDOT's standards is for freeways and larger arterial roadways. The RTC is seeking to assess the impact of these recent changes and determine whether more refined designs can be achieved for signal poles at smaller or constrained intersections. If more refined designs can be achieved, it would provide an opportunity for RTC to reduce costs for construction of new traffic signals and allow for additional solutions to address intersections with limited right-of-way or utility conflicts.

AtkinsRealis USA, Inc. was selected from the qualified Traffic Engineering Design and Construction Management Services list to perform engineering analysis and design. Atkins's scope, schedule, and budget indicated the amount for design services is within the appropriated budget.

- Evaluation Kickoff: September 2024
 - Industry Comment Research: November 2024
 - Structural Evaluation Report: December 2024
-

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

03/18/2022 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 _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and AtkinsRealis USA, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected AtkinsRealis USA, Inc. from the Traffic Engineering Design and Construction Management Services shortlist to perform engineering design and analysis in connection with the Signal Pole Standards Evaluation.

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Design Services	\$112,330
Design Contingency	\$29,200
Total Not-to-Exceed Amount	\$141,530

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 *** _____ *** 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 *** _____ *** 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, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: AWolfson@RTCWashoe.com
(775) 335-1880

CONSULTANT: Brian Janes, P.E.
Senior Project Director
AtkinsRealis USA, Inc.
10509 Professional Circle, Suite 103
Reno, Nevada 89521
Email: Brian.Janes@AtkinsRealis.com
(775) 789-9831

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

ATKINSREALIS USA, INC.

By: _____
Brian Janes, P.E., Senior Project Director

Exhibit A

Scope of Services



EXHIBIT A-1

SCOPE OF SERVICES

INTRODUCTION

CONSULTANT will provide engineering services for the Traffic Signal Pole Standards Evaluation assignment.

The Washoe Regional Transportation Commission (RTC) requested AtkinsRéalis evaluate the current standards in use for Type 30 and 35 poles, the Nevada Department of Transportation's (NDOT's) 2022 Standard Plans for Road and Bridge Construction. Currently the RTC utilizes these standards for signal poles in their design projects. These standards have been developed to meet NDOT's typical application on freeways and larger arterial roadways.

In 2015, the American Association of State Highway and Transportation Officials (AASHTO) published the first edition of the LFRD (Load and Resistance Factor Design) Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. In 2022, NDOT issued Standard Plans for signs, signals, ITS and lighting structures designed in accordance with these requirements. In June 2024, AASHTO is expected to adopt several design code changes which have potential impact to some structures in NDOT's 2022 Standard Plans.

The primary purpose of this assignment for the RTC is to assess the impact of these code change items and determine whether more refined designs can be achieved for signal poles with mast arms between 25 feet and 45 feet. AtkinsRéalis will coordinate closely with the NDOT effort to eliminate redundant work and improve efficiency of the two efforts. It is expected that NDOT's evaluation will continue to focus on design details for the mast arm categories of 45 feet and greater. NDOT's 2022 Standard Plan update was significant and has resulted in comments from the industry requesting evaluation and design changes. NDOT will be evaluating these comments and determining what revisions will be incorporated. It is expected that the RTC assignment will incorporate those determinations.

This assignment will include coordinating with NDOT's similar project, the Standard Plan Update of Highway Signs, Luminaires and Traffic Signals. NDOT's project has directed the 1700 MRI Wind Speed be used, electing to utilize 105 mph on a statewide basis. Additionally, NDOT items will be designed in compliance with the 2015, First Edition, LFRD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and associated addendums 2017, 2018, 2019, 2020 and 2024.

The RTC assignment will be evaluating signal configurations typically seen on RTC projects which may be smaller than NDOT standards. Updated analysis will be completed using LFRD design with ASCE's 2016 Wind Criteria (same as the NDOT project). Configurations of poles, mast arms, signals, and signage will be evaluated to determine if a common RTC configuration can be identified which significantly reduces the foundation design for those applications.



1. PROJECT MANAGEMENT

1.1. Team and Project Management

CONSULTANT will provide project management services for the duration of the Project including closeout activities. Project schedule is assumed to be four (4) months total, August 2024 through November 2024 but could be affected by NDOT's schedule as this project is assumed to coordinate closely with NDOT's similar effort.

Project management includes project setup and administration, including preparation and execution of Subconsultant agreements; monthly budget monitoring and invoicing; monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget); risk management; preparation and monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; project closeout; and general project administration.

CONSULTANT Project Manager will serve as the RTC's single point of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants.

1.2. Project Coordination and Meetings

1.2.1. Project Kickoff Meeting

CONSULTANT will hold an owner kickoff meeting with the RTC and NDOT to confirm the project objectives, approach, milestones, and interaction with the NDOT project. Up to five (5) CONSULTANT staff will attend the meeting. CONSULTANT will prepare a meeting agenda, take and distribute meeting notes, and track concerns about the project from the attendees.

Deliverables – Owner Kickoff Meeting Agenda and Notes

1.2.2. Project Management (PM) Meetings

CONSULTANT will facilitate bi-weekly meetings with the RTC Project Manager to discuss design progress and coordinate issues. This meeting will be facilitated by the CONSULTANT Project Manager. A total of ten (10) meetings are anticipated.

Deliverables – Meeting Agenda and Notes

1.2.3. Internal Design Team Coordination Meetings

CONSULTANT will hold coordination meetings with CONSULTANT design staff and



subconsultants as appropriate to discuss project issues, design and schedule. A total of five (5) meetings are anticipated, to be attended on average by three to four (3-4) CONSULTANT staff.

1.3. Project Management and Quality Management Plans (PMP/QMP)

Within a month after Notice to Proceed, CONSULTANT will prepare a draft combined Project Management and Quality Management Plan (QMP/PMP) that will include: project instructions, risk management, communications protocols; project directory, scope, schedule, and budget, file and information sharing and storage protocols, and safety procedures. After incorporating comments from RTC, the plans will be finalized.

A Quality Manager will be assigned to the project and will be responsible for the Quality Assurance (QA) procedure and overall implementation of the quality control (QC) procedures (with the Project Manager) which will be summarized in the PMP/QMP. The plan will apply to both prime and Subconsultant team members. An independent quality review will be performed on each design deliverable.

Deliverables – Draft and Final PMP/QMP

2. AGENCY AND INDUSTRY COMMENT RESEARCH

CONSULTANT will review industry comments in conjunction with responses from NDOT. After review and coordination, the actions will be identified for each applicable comment and included in the High-Level Assessment (HLA) Report.

Additionally, research of other DOT Standards regarding use of straight (constant diameter) poles for signal poles versus the tapered poles currently specified by NDOT will be performed.

Deliverables – Comment/Response/Action Matrix

3. STRUCTURAL EVALUATION

3.1. High-Level Assessment

CONSULTANT will conduct analysis and design of signal pole and mast arm combinations to determine effects of the code changes and industry comments. Details necessary to convey changes and impacts will be included in the HLA Report, however complete standard details will be performed as directed by the RTC under Task 4 (when scoped).

CONSULTANT will analyze a limited number of poles to determine the effects of the new criteria. It is anticipated CONSULTANT will assess up to 2 pole and mast arm combinations of each type (4 combinations in all – 30 and 35). The CONSULTANT will work with Geotech subconsultant as needed on these items as well. Poles may not change as generally controlled by fatigue; however, foundations will



be analyzed for the wind speed reduction. Evaluation of base and foundation changes will be performed to determine if more economic configurations can be considered.

3.2. Prepare & Submit HLA Report

The results of the preliminary design analysis in Task 3 will be submitted to the RTC, NDOT, and local agencies for review and approval. Once the RTC has reviewed, a meeting to discuss comments will be scheduled. In coordination with the RTC, any outreach to industry representatives will take place to further determine which items the CONSULTANT will move forward with. Analysis and decisions will be included in the HLA.

Deliverables – High Level Assessment Report

4. STANDARD DETAILS & SPECIFICATIONS (CONTINGENT)

After completion of Task 3, CONSULTANT and RTC PM will discuss the need for standard detail and specifications development and identify a scope and fee for the effort. This task will be addressed with an amendment at that time.

5. DESIGN CONTINGENCY

This is a contingency for miscellaneous increases within the scope of this contract in performance of other tasks or added scope. If CONSULTANT determines that it is necessary to perform work outside of the base scope, 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.



PROJECT TEAM

Our anticipated key personnel for this project are as follows:

Project Manager – Brian Janes

Dept. Manager – Kerri Lanza

Structural Lead – Alex Sun

QA/QC – Spencer Lee

Structural Support – Krishanthi Alagiyawanna, Ningyu Gao, Tracy Conley

SCHEDULE

The anticipated schedule is as follows:

Task	Start	End
1 – Project Management	Sep 2024	Jan 2025
2 – Agency and Industry Comment Research	Sep 2024	Nov 2024
3 – Structural Evaluation	Sep 2024	Dec 2024
4 – Standard Details & Specifications	TBD	TBD

Schedule may be modified to closely match NDOT’s Standard Plan Update of Highway Signs, Luminaires and Traffic Signals schedule.

Exhibit B

Compensation

**EXHIBIT B-1
TRAFFIC SIGNAL POLE STANDARDS EVALUATION
2024 HOURLY RATE FEE SCHEDULE**

MANAGEMENT AND DESIGN PERSONNEL

Sr. Project Director/Project Manager	\$270.00/hr.
Deputy Project Manager	\$225.00/hr.
QA/QC Engineer - Structures	\$280.00/hr.
Structural Design Lead	\$225.00/hr.
Structural Technical Advisor	\$215.00/hr.
Structural Sr. Engineer III	\$195.00/hr.
Structural Sr. Engineer II	\$190.00/hr.
Structural Engineer II	\$135.00/hr.
Staff Structures Engineer	\$150.00/hr.
Clerical & Project Support	\$100.00/hr.

EXPENSES

Direct expenses	As incurred
Mileage	GSA rate

NOTES:

1. Rates valid through 2024 and may be increased 3% after that.
2. Categories and rates not shown on the table will be determined at the time of need.

Exhibit B-2 Fee Summary - Traffic Signal Pole Standards Evaluation

Task No.	Item No.	Task	Summary			
			Hours	Labor	Expenses	Total Price
1	1	Project Management	124	\$28,360	\$500	\$28,860
	1.1	Team and Project Management	24	\$6,270	\$0	\$6,270
	1.2	Project Coordination and Meetings	0	\$0	\$0	\$0
	1.2.1	Project Kickoff Meetings	12	\$2,730	\$0	\$2,730
	1.2.2	Project Management (PM) Meetings	58	\$12,430	\$500	\$12,930
	1.2.3	Internal Design Team Coordination Meetings	22	\$5,040	\$0	\$5,040
	1.3	Project Management and Quality Management Plans (PMP/QMP)	8	\$1,890	\$0	\$1,890
2	2	Agency and Industry Comment Research	76	\$14,220	\$500	\$14,720
			76	\$14,220	\$500	\$14,720
3	3	Structural Evaluation	330	\$68,750	\$0	\$68,750
	3.1	High-Level Assessment	226	\$44,940	\$0	\$44,940
	3.2	Prepare and Submit HLA Report	104	\$23,810	\$0	\$23,810
4	4	Standard Details & Specifications (Contingent)	0	\$0	\$0	\$0
			0	\$0	\$0	\$0
5	5	Design Contingency	120	\$29,200	\$0	\$29,200
			120	\$29,200	\$0	\$29,200
Totals			650	\$140,530	\$1,000	\$141,530

Exhibit B-3 Fee Summary Detail - Traffic Signal Pole Standards Evaluation

Task No.	Item No.	Task	Management and Design Personnel							Summary			
			Project Manager/ Sr. Project Director	Deputy Project Manager	OAC/OC Engineer - Structures	Structural Design Lead	Structural Technical Advisor	Staff Structures Engineer	Clerical & Project Support	Atkins Hours	Atkins Labor	Atkins Expense	Total Price
		Staff	Brian James	Kerri Lanza	Spencer Lee	Alex Sun	Lina Lawrence Naadia Bhatti	Justina Smith Heath Scharf	Brenda Eric Clarin Villazona				
		Bill Rates 2024	\$270.00	\$225.00	\$280.00	\$225.00	\$215.00	\$150.00	\$100.00				
1	1	Project Management	26	24	27	21	7	5	14	124	\$28,360	\$500	\$28,860.00
	1.1	Team and Project Management	12	6	6					24	\$6,270		\$6,270.00
	1.2	Project Coordination and Meetings								0	\$0		\$0.00
	1.2.1	Project Kickoff Meetings	2	2	2	2	2	2		12	\$2,730		\$2,730.00
	1.2.2	Project Management (PM) Meetings	8	8	14	14			14	58	\$12,430	\$500	\$12,930.00
	1.2.3	Internal Design Team Coordination Meetings	2	2	5	5	5	3		22	\$5,040		\$5,040.00
	1.3	Project Management and Quality Management Plans (PMP/QMP)	2	6						8	\$1,890		\$1,890.00
2	2	Agency and Industry Comment Research	4	4	8	16	0	40	4	76	\$14,220	\$500	\$14,720.00
			4	4	8	16		40	4	76	\$14,220	\$500	\$14,720.00
3	3	Structural Evaluation	12	12	48	138	8	108	4	330	\$68,750	\$0	\$68,750.00
	3.1	High-Level Assessment	2	2	28	90	4	100		226	\$44,940		\$44,940.00
	3.2	Prepare and Submit HLA Report	10	10	20	48	4	8	4	104	\$23,810		\$23,810.00
4	4	Standard Details & Specifications (Contingent)	0	0	0	0	0	0	0	0	\$0	\$0	\$0.00
										0	\$0		\$0.00
5	6	Design Contingency	0	0	40	80	0	0	0	120	\$29,200	\$0	\$29,200.00
					40	80				120	\$29,200		\$29,200.00
		Total Hours	42	40	123	255	15	153	22				
		Total Cost	\$11,340	\$9,000	\$34,440	\$57,375	\$3,225	\$22,950	\$2,200	650	\$140,530	\$1,000	\$141,530

Exhibit C

Indemnification and Insurance Requirements

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

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, Nevada Department of Transportation, Washoe County, City of Reno and City of Sparks including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.4.4

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Administrative Settlement - Gould Properties, LLC

RECOMMENDED ACTION

Approve an administrative settlement in the amount of \$87,821 authorizing RTC to acquire certain property interests related to APN: 012-171-18 & 19 from Gould Properties, LLC, for the Mill Street Capacity and Safety Project.

BACKGROUND AND DISCUSSION

RTC is in the process of acquiring property needed for the Mill Street Capacity and Safety Project. RTC and Gould Properties, LLC have negotiated an agreement to purchase certain property interests related to APN 012-171-18 & 19, contingent upon Board approval. The proposed purchase price is \$191,721, which represents a proposed administrative settlement of \$87,821 above RTC's original appraised value and offer of \$103,866. RTC Management Policy P-55 requires Board approval of administrative settlements in excess of \$50,000.

Staff recommends approval of the settlement. If the Board approves the settlement, the Executive Director will execute the attached agreement and RTC will acquire the property interests. If the Board does not approve the settlement, staff will continue to attempt to negotiate for the purchase of the property interests until it becomes necessary to file a complaint in eminent domain.

FISCAL IMPACT

The costs to acquire the subject property interests are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: 012-171-18
Situs': 1675 MILL ST

PUBLIC HIGHWAY AGREEMENT

THIS PUBLIC HIGHWAY AGREEMENT ("AGREEMENT"), made this _____ day of _____, 2024 (the "EFFECTIVE DATE"), by and between Gould Properties, LLC, a Nevada limited liability company, hereinafter called the ("OWNER"), and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called the ("RTC").

WITNESSETH:

1. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, represents the following:

(a) OWNER is the owner of that certain real property located in Washoe County, Nevada, described as Assessor's Parcel Number 012-171-18 (the "OWNER PROPERTY").

(b) OWNER owns fee title to OWNER PROPERTY and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

(c) That there are no leases, licenses, conditions, actions or threatened or pending litigation related to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

2. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, agrees as follows:

(a) To sell and convey a portion of the OWNER PROPERTY to the RTC, free and clear of any liens or encumbrances created by OWNER, by way of a grant, bargain and sale deed in substantially the form attached hereto as Schedule 1; this real property is described on Exhibit "A" to Schedule 1 and depicted on Exhibit "B" to Schedule 1 attached hereto and made a part hereof (the "LAND").

(b) To grant a temporary construction easement to the RTC upon, over and across a portion of the OWNER PROPERTY by way of a temporary construction easement document in substantially the form attached hereto as Schedule 2; this temporary construction easement is described on Exhibit "A" to Schedule 2 and depicted on Exhibit "B" to Schedule 2 attached hereto and made a part hereof (the "TCE EASEMENT AREA").

(c) to deliver all of the forementioned documents, fully executed and notarized where required to the RTC with the executed copy of this AGREEMENT.

(d) To deliver a W-9 (on forms provided by the RTC) to the RTC with the executed copy of this AGREEMENT.

(e) To be responsible for the LAND and TCE EASEMENT AREA, including risk and liability for loss and damage, including all repairs to the premises.

(f) To acknowledge and hereby does acknowledge, that a public highway and the necessary incidents thereto (the "PROJECT"), are to be located upon, over, and across the LAND.

(g) To waive, and hereby does waive, all claims and rights that OWNER may have to seek consequential, special and/or punitive damages in relation to any breach of the obligations contemplated in this AGREEMENT, and acknowledges that nothing in this AGREEMENT is intended to or shall it be construed to waive the rights, limitations and immunities of the RTC under Nevada Revised Statutes Chapter 41.

3. The RTC, in consideration of the promises and covenants of the OWNER herein set forth, agrees as follows:

(a) To pay to the OWNER the sum of ONE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS (**\$191,721**), which shall be the total purchase price for the LAND AND TCE EASEMENT AREA.

(b) To deliver to CONSULTANT such other documentation as CONSULTANT may reasonably require consummating the real property transfers in accordance with the terms of this AGREEMENT.

(c) To acknowledge, and hereby does acknowledge, that the real property conveyed hereby is transferred and sold "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON, and that OWNER has not made and specifically disclaims any representations, warranties, promises, covenants or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future with respect to the LAND and TCE EASEMENT AREA, and hereby waives any right to make any claim against OWNER based on any of the foregoing.

(d) To leave the TCE EASEMENT AREA in as neat and presentable condition as existed prior to RTC's entry.

4. In the event of any default by OWNER under this AGREEMENT, the RTC may, as its sole and exclusive remedy for such default, either: (1) terminate this AGREEMENT in its entirety by delivery of notice of termination to OWNER and receive a refund of all amounts paid by RTC to the OWNER, or (2) continue this AGREEMENT pending the RTC's action for injunctive relief and/or specific performance hereunder provided appropriate proceedings are commenced by the RTC within ninety (90) days following RTC's written notice to OWNER of OWNER's default. Nothing in this Section shall limit or impair the rights of the RTC to condemn or exercise its power of condemnation and eminent domain with respect to real property interests needed for the PROJECT including, but not limited to, the LAND and TCE EASEMENT AREA.

5. With respect to the PROJECT, it is mutually agreed and understood by the RTC and by the OWNER as follows:

(a) Based upon the best information available to RTC for the time frame of the PROJECT, the term of the TCE EASEMENT shall commence on October 1, 2024 and shall continue through and including September 30, 2027. The RTC shall have the option, at its sole discretion, to extend the term of the TCE EASEMENT under the same terms and conditions of this AGREEMENT, for One (1) additional successive term of Twelve (12) months, for a total TCE EASEMENT term not to exceed two (2) years, by delivering written notice to OWNER not later than August 31, 2027. The RTC's exercise of the term extension option shall not be effective or binding upon the RTC unless and until the same has been approved by the appropriate official action of the RTC and communicated in writing to the OWNER.

(b) In the event the RTC exercises its option to extend the term of the TCE EASEMENT, the rental rate price to be paid by the RTC to the OWNER shall be that same rental rate as established in this AGREEMENT of: FOUR DOLLARS and FORTY-THREE CENTS (\$4.43) per square foot for Assessor Parcel No. 012-171-18, TCE EASEMENT multiplied by ONE (1) year, for a total amount of \$26,123. Payment of the foregoing sum to OWNER by the RTC shall be a condition to the effectiveness of the option to extend the term of the TCE EASEMENT. Upon completion of the Project, the RTC will execute any documentation as may be reasonably necessary to cause the TCE EASEMENT to be released of record.

(c) That as soon as reasonably practicable following the EFFECTIVE DATE hereof, the RTC shall commence and thereafter shall use its commercially reasonable best efforts to complete the PROJECT within the timeline (as may be extended) previously provided to OWNER and as provided for by all applicable laws and standards.

6. It is further mutually agreed and understood by the RTC and by the OWNER as follows:

(a) The laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT. The party's consent to the exclusive jurisdiction and venue of the Second Judicial District Court in and for the State of Nevada, located in Washoe County, Nevada, for the enforcement of this AGREEMENT.

(b) This AGREEMENT shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(d) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(e) The covenants and agreements expressed in the AGREEMENT shall survive the close of this project.

(f) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this AGREEMENT.

(g) Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

(h) That the persons signing this AGREEMENT and all related documents on behalf of the RTC and OWNER are duly authorized to so sign and have the full power and authority to bind them, and to enter into and perform the obligations hereunder.

(i) That this AGREEMENT may be executed in counterpart.

(j) Notices. Except as otherwise expressly specified in this AGREEMENT, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed given: (i) immediately when delivered by hand; (ii) the next business day when sent by overnight delivery by internationally recognized express courier such as Federal Express or UPS; or (iii) three (3) days after deposit in the United States mail postage prepaid, registered or certified mail, return receipt requested:

To RTC:

Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

To OWNER:

Gould Properties, LLC
Attn: Victor Lai
P.O. Box 1231
Fresno, CA 93715

Signature Pages Follow

RTC:

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

William Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____ by William Thomas as Executive Director of the Regional Transportation Commission of Washoe County.

S
E
A
L

Notary Public

My commission expires:

SCHEDULE 1

FORM OF GRANT, BARGAIN AND SALE DEED

APN: Ptn of 012-171-18

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY STREET, SUITE 205
RENO, NV 89501

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: Ptn. of APN 012-171-18

GRANT BARGAIN AND SALE DEED

THIS GRANT BARGAIN AND SALE DEED, made this _____ day of _____, 2024, between Gould Properties, LLC, a Nevada limited liability company, hereinafter called GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by this presents grant, bargain, sell and convey unto the GRANTEE and to its assigns forever, the real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (the "Property").

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the Property, together with the appurtenances, unto the said GRANTEE and to any of its heirs, successors and assigns forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, unto GRANTEE, and GRANTEE's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY ST., SUITE 205
RENO, NV 89501

EXHIBIT "A"
LEGAL DESCRIPTION

Ptn. of APN 012-171-18
Fee Parcel

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SE 1/4 of Section 12, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or northerly right-of-way line of Mill Street, 39.55 feet left of and at right angles to Highway Engineer's Station "M" 86+90.42 P.O.T.; said point of beginning further described as bearing S. 59°09'52" W. a distance of 3,393.24 feet from the center quarter corner of Section 7, T. 19 N., R. 20 E., M.D.M.; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence along said northerly right-of-way line the following five (5) courses and distances:

- 1) S. 67°50'51" E. – 97.33 feet;
- 2) N. 22°09'09" E. – 9.17 feet;
- 3) S. 67°50'51" E. – 31.33 feet;
- 4) S. 22°09'09" W. – 9.17 feet;
- 5) S. 67°50'51" E. – 101.69 feet to Grantor's easterly boundary line;

thence S. 00°28'09" W., along said easterly boundary line, a distance of 18.43 feet to the former left or northerly right-of-way line of said Mill Street; thence N. 63°43'01" W., along said former northerly right-of-way line, a distance of 237.79 feet to the point of beginning;

said parcel contains an area of 2,260 square feet (0.05 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

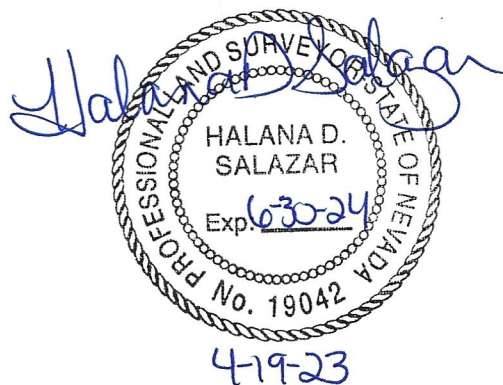


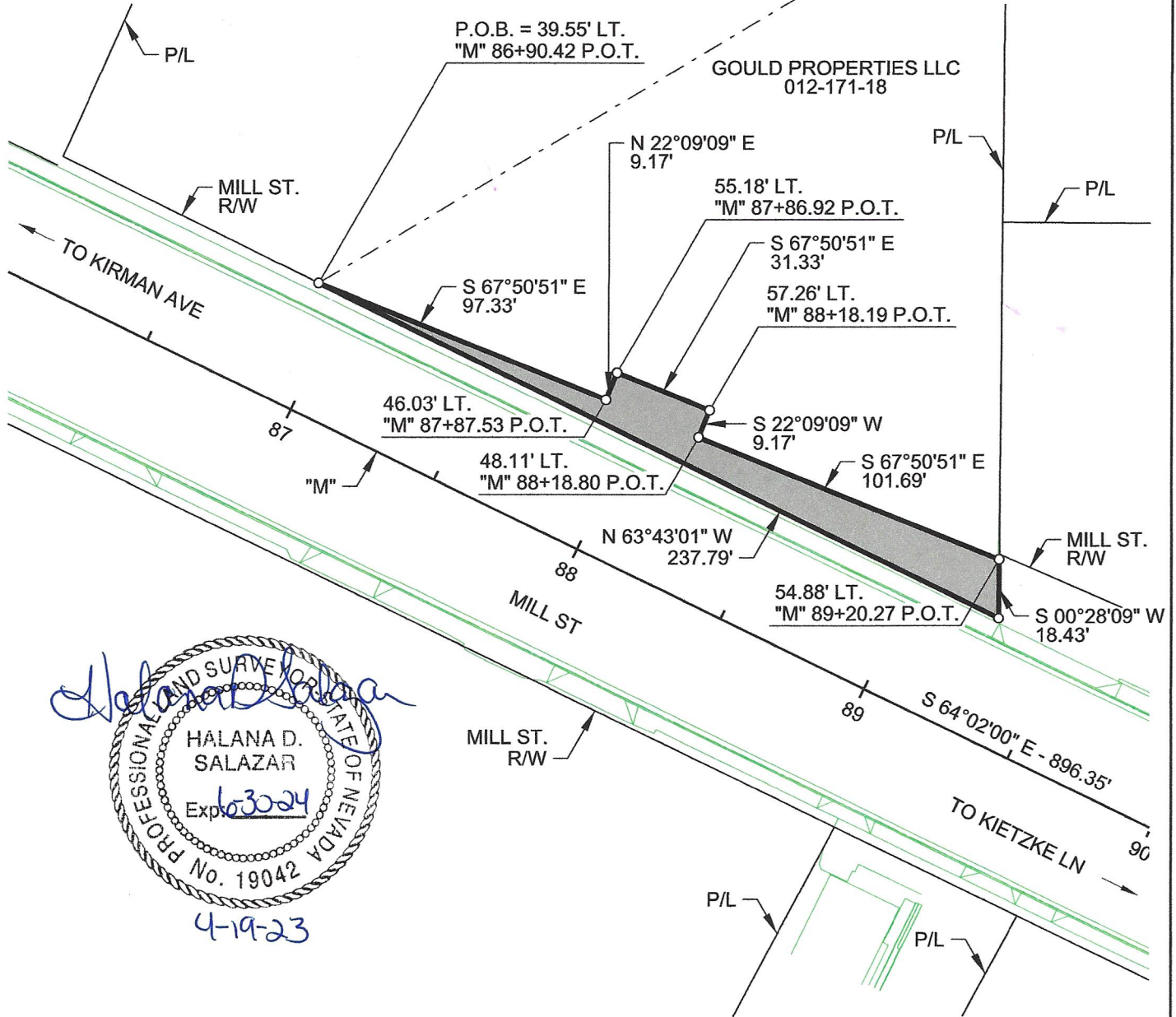
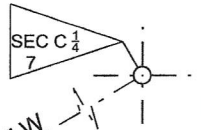
EXHIBIT "B"



SCALE: 1"=50'



FEE ACQUISITION



Halana D. Salazar
 HALANA D. SALAZAR
 PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
 Exp. 6-30-24
 No. 19042
 4-19-23

OWNER: GOULD PROPERTIES LLC
 ASSESSOR PARCEL NO's: APN 012-171-18
 SECTION, TOWNSHIP, RANGE: SE 1/4 SECTION 12, T. 19 N., R. 20 E.
 AREA: 2,260 SQUARE FEET
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 04/19/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

SCHEDULE 2

FORM OF TEMPORARY CONSTRUCTION EASEMENT DEED

APN: Ptn of 012-171-18

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

LEGAL DESCRIPTION PREPARED BY:
Halana D. Salazar, PLS
Jacobs Engineering
50 W. Liberty Street, Suite 205
Reno, NV 89501

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: Ptn. of APN 012-171-18

TEMPORARY EASEMENT DEED

THIS DEED, made this _____ day of _____, 2024 between, Gould Properties, LLC, a Nevada limited liability company, hereinafter called GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof by reference (the "Temporary Easement), for the purposes of:

the construction of roadway widening improvements along Mill Street and a new road connection between Mill Street and Market Street. This work includes construction of sidewalk, curb and gutter, curb ramps, asphalt roadway, traffic signal, lighting, drainage improvements, utility relocations, demolition activities of existing building structures, removal and stub of existing utilities to the site, removal of fencing, removal of landscaping, grading, and all other construction work necessary to complete the Project.

The Temporary Easement shall commence on or after October 1, 2024 and shall continue through and include the termination date of September 30, 2027.

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY ST., SUITE 205
RENO, NV 89501

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

Ptn. of APN 012-171-18

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SE 1/4 of Section 12, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at a point on the left or northerly right-of-way line of Mill Street, 39.55 feet left of and at right angles to Highway Engineer's Station "M" 86+90.42 P.O.T.; said point of beginning further described as bearing S. 59°09'52" W. a distance of 3,393.24 feet from the center quarter corner of Section 7, T. 19 N., R. 20 E., M.D.M.; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence N. 63°43'01" W., along said northerly right-of-way line, a distance of 32.64 feet; thence N. 25°58'00" E. a distance of 21.86 feet; thence S. 67°50'51" E. a distance of 251.85 feet to Grantor's easterly boundary line; thence S. 00°28'09" W., along said easterly boundary line, a distance of 26.01 feet to said left or northerly right-of-way line of Mill Street; thence along said northerly right-of-way line the following five (5) courses and distances:

- 1) N. 67°50'51" W. – 101.69 feet;
- 2) N. 22°09'09" E. – 9.17 feet;
- 3) N. 67°50'51" W. – 31.33 feet;
- 4) S. 22°09'09" W. – 9.17 feet;
- 5) N. 67°50'51" W. – 97.33 feet to the point of beginning;

said parcel contains an area of 5,897 square feet (0.14 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.4.5

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Administrative Settlement - Mill Street Management, LLC

RECOMMENDED ACTION

Approve an administrative settlement in the amount of \$100,867 authorizing RTC to acquire certain property interests related to APN: 012-171-05 from Mill Street Management, LLC, for the Mill Street Capacity and Safety Project.

BACKGROUND AND DISCUSSION

RTC is in the process of acquiring property needed for the Mill Street Capacity and Safety Project. RTC and Mill Street Management, LLC have negotiated an agreement to purchase certain property interests related to APN 012-171-05, contingent upon Board approval. The proposed purchase price is \$347,517, which represents a proposed administrative settlement of \$100,867 above RTC's original appraised value and offer of \$246,650. RTC Management Policy P-55 requires Board approval of administrative settlements in excess of \$50,000.

Staff recommends approval of the settlement. If the Board approves the settlement, the Executive Director will execute the attached agreement and RTC will acquire the property interests. If the Board does not approve the settlement, staff will continue to attempt to negotiate for the purchase of the property interests until it becomes necessary to file a complaint in eminent domain.

FISCAL IMPACT

The costs to acquire the subject property interests are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: 012-171-05
Situs': 1775 Mill Street

PUBLIC HIGHWAY AGREEMENT

THIS PUBLIC HIGHWAY AGREEMENT ("AGREEMENT"), dated and effective as of _____, 2024 (the "EFFECTIVE DATE"), by and between, Mill Street Management, LLC, a Nevada limited liability company, hereinafter called the ("OWNER"), and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereinafter called the ("RTC").

WITNESSETH:

1. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, represents the following, to the best of OWNER'S current, actual knowledge:

(a) OWNER is the owner of that certain real property located in Washoe County, Nevada, described as Assessor's Parcel Number 012-171-05 (the "OWNER PROPERTY").

(b) OWNER owns fee title to OWNER PROPERTY and there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

(c) That there are no leases, licenses, conditions, actions or threatened or pending litigation related to the OWNER PROPERTY which will frustrate or interfere with the purposes of this AGREEMENT.

2. That the OWNER, for and in consideration of the covenants to be performed and payments to be paid as herein provided, agrees as follows:

(a) To sell and convey a portion of the OWNER PROPERTY to the RTC, free and clear of any liens or encumbrances created by OWNER, by way of a grant, bargain and sale deed in substantially the form attached hereto as Schedule 1; this real property is described on Exhibit "A" to Schedule 1 and depicted on Exhibit "B" to Schedule 1, attached hereto and made a part hereof (the "LAND").

(b) To grant a temporary construction easement to the RTC upon, over and across a portion of the OWNER PROPERTY by way of a temporary construction easement document in substantially the form attached hereto as Schedule 2; this temporary construction easement is described on Exhibit "A" to Schedule 2 and depicted on Exhibit "B" to Schedule 2, attached hereto and made a part hereof (the "TCE EASEMENT AREA").

(c) To deliver all of the forementioned documents, fully executed and notarized where required, to the RTC with the executed copy of this AGREEMENT

(d) To deliver a W-9 (on forms provided by the RTC and reasonably acceptable to OWNER) to the RTC with the executed copy of this AGREEMENT.

(e) To deliver such other documentation as RTC may reasonably require to consummate the real property transfers in accordance with the terms of this AGREEMENT.

(f) To acknowledge and hereby does acknowledge, that a public highway and the necessary incidents thereto (the "PROJECT"), are to be located upon, over, and across the LAND.

(g) To waive, and hereby does waive, all claims and rights that OWNER may have to seek consequential, special and/or punitive damages in relation to any breach of the obligations contemplated in this AGREEMENT, and acknowledges that nothing in this AGREEMENT is intended to or shall it be construed to waive the rights, limitations and immunities of the RTC under Nevada Revised Statutes Chapter 41.

3. The RTC, in consideration of the promises and covenants of the OWNER herein set forth, agrees as follows:

(a) To pay to OWNER the sum of THREE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS (\$347,517.00), which shall be the total purchase price for the LAND and for the use of the TCE EASEMENT AREA in accordance with the terms of this AGREEMENT.

(b) The acquisition of the LAND and improvements to be constructed within the TCE EASEMENT AREA will result in the permanent loss of 5 parking spaces on the OWNER PROPERTY. Those 5 parking spaces are numbered 26, 27, 39, 40 and 41 on Schedule 3, attached hereto and made a part hereof.

(c) The temporary construction easement is for a 36 month period commencing on December 1, 2024 through November 30, 2027. During that period, there will be a 120 day period of construction of improvements within the TCE EASEMENT AREA including roadway, retaining wall, sidewalk, ADA ramps and a signal pole adjustment. RTC will require its contractor to complete those improvements within the TCE EASEMENT AREA within a 120 day period from the start of construction. In consideration of the purchase price to OWNER under this AGREEMENT, RTC will be entitled to inhibit access to up to 14 parking spaces on the OWNER PROPERTY during that 120 day period. Those 14 parking spaces are numbered 7, 8, 9, 10, 11, 12, 13, 28, 29, 42, 43, 44, 45 and 46 on Schedule 3. The right to inhibit access to those parking spaces shall not include the right to park any vehicle or other equipment in, or to otherwise occupy, parking spaces that are outside of the TCE EASEMENT AREA. Notwithstanding anything to the contrary in this AGREEMENT, except for (i) the permanent loss of five parking spaces, as described in the foregoing Section 3(b), and (ii) the inhibited access to 14 parking spaces during the 120-day construction period, as described in this Section 3(c), the temporary construction easement described in this AGREEMENT shall not be exercised in any manner which would prevent vehicles from parking in the parking spaces on the OWNER PROPERTY. RTC will provide OWNER with at least fourteen (14) days advance written notice of the start of construction.

(d) To consummate the real property transfers in accordance with the terms of this AGREEMENT, including recording the deed, and provide a fully executed copy of the AGREEMENT and the recorded deed to the OWNER.

(e) To mail a payment to the OWNER, in the amount set forth in paragraph 3(a), within 5 business days of recording the deeds.

(f) To acknowledge, and hereby does acknowledge, that the real property conveyed hereby is transferred and sold "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON, and that OWNER has not made and specifically disclaims any representations, warranties, promises, covenants or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future with respect to the LAND and TCE EASEMENT AREA, and hereby waives any right to make any claim against OWNER based on any of the foregoing.

4. In the event of any default by OWNER under this AGREEMENT, the RTC may, as its sole and exclusive remedy for such default, either: (1) terminate this AGREEMENT in its entirety by delivery of notice of termination to OWNER and receive a refund of all amounts paid by RTC to the OWNER, or (2) continue this AGREEMENT pending the RTC's action for injunctive relief and/or specific performance hereunder provided appropriate proceedings are commenced by the RTC within ninety (90) days following RTC's written notice to OWNER of OWNER's default. Nothing in this Section shall limit or impair the rights of the RTC to condemn or exercise its power of condemnation and eminent domain with respect to real property interests needed for the PROJECT including, but not limited to, the LAND and TCE EASEMENT AREA.

5. With respect to the PROJECT, it is mutually agreed and understood by the RTC and by the OWNER that the RTC shall commence and thereafter shall use its commercially reasonable best efforts to complete the PROJECT within the timeline (as may be extended) previously provided to OWNER and as provided for by all applicable laws and standards.

6. It is further mutually agreed and understood by the RTC and by the OWNER as follows:

(a) The laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT. The party's consent to the exclusive jurisdiction and venue of the Second Judicial District Court in and for the State of Nevada, located in Washoe County, Nevada, for the enforcement of this AGREEMENT.

(b) This AGREEMENT shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(d) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(e) The covenants and agreements expressed in the AGREEMENT shall survive the consummation of the property transfers.

(f) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this AGREEMENT.

(g) Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

(h) That the persons signing this AGREEMENT and all related documents on behalf of the RTC and OWNER are duly authorized to so sign and have the full power and authority to bind them, and to enter into and perform the obligations hereunder.

(i) That this AGREEMENT may be executed in counterpart.

(j) Except as otherwise expressly specified in this AGREEMENT, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed given: (i) immediately when delivered by hand; (ii) the next business day when sent by overnight delivery by internationally recognized express courier such as Federal Express or UPS; or (iii) three (3) days after deposit in the United States mail postage prepaid, registered or certified mail, return receipt requested:

To RTC:

Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

To OWNER:

Mill Street Management, LLC
Attn: Mitch Besso
590 N. Virginia Street
Reno, NV 89501

(k) Indemnity. RTC shall defend, hold harmless and indemnify Owner, its members, officers, directors, shareholders, employees, tenants, subtenants, contractors, agents, representatives, and its or their

assigns and successors, from and against any and all damages, claims, suits, actions, liabilities, losses, costs and expenses, including (without limitation) reasonable attorneys' fees and costs, arising out of or alleged to have arisen as a result of any act or omission made by or at the direction of the RTC, and/or any of its agents and/or representatives, as well as its or their officers, directors, members, shareholders, employees, contractors, agents, representatives, successors and/or assigns (individually and collectively, the "RTC ENTITIES") (i) anywhere in, on, under or about the TCE EASEMENT AREA, or (ii) otherwise in connection with, or furtherance of, any work, construction, project or task (including, without limitation, the PROJECT) undertaken in relation to the use of the TCE EASEMENT AREA by any of the RTC ENTITIES.

(l) The effectiveness of this AGREEMENT, and all of its terms and conditions, are expressly conditioned upon (i) the approval of the Construction Memo, in the form attached hereto as Schedule 4, by the RTC, and (ii) the execution of such Construction Memo by both the Owner and the "Acquisition Agent," signing on behalf of the RTC, as identified in such Construction Memo.

Signature Pages Follow

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

OWNER: Mill Street Management, LLC, a Nevada limited liability company

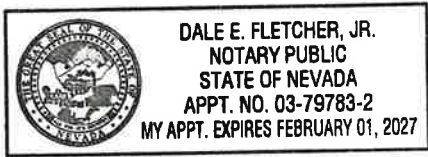
By: 
Mitch Besso, Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on August 20, 2024 by Mitch Besso, as Manager of Mill Street Management, LLC, a Nevada limited liability company.


Notary Public

S
E
A
L



My commission expires:

02/01/2027

RTC Signature Page Follows

RTC:

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

Bill Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____
by William Thomas as Executive Director of the Regional Transportation Commission of Washoe County.

S
E
A
L

Notary Public

My commission expires:

SCHEDULE 1

FORM OF GRANT, BARGAIN AND SALE DEED

APN: Ptn of 012-171-05

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY STREET, SUITE 205
RENO, NV 89501

Project: Mill Street Capacity & Safety Project
Project #: 0211007
Parcel: Ptn. of APN 012-171-05

GRANT BARGAIN AND SALE DEED

THIS GRANT BARGAIN AND SALE DEED, made this 20 day of AUG, 2024, between Mill Street Management, LLC, a Nevada limited liability company, hereinafter called GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, hereafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by this presents grant, bargain, sell and convey unto the GRANTEE and to its assigns forever, the real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (the "Property").

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the Property, together with the appurtenances, unto the said GRANTEE and to any of its heirs, successors and assigns forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, unto GRANTEE, and GRANTEE's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY ST., SUITE 205
RENO, NV 89501

EXHIBIT "A"
LEGAL DESCRIPTION

Ptn. of APN 012-171-05
Fee Parcel

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SE 1/4 of Section 12, T. 19 N., R. 19 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the left or northerly right-of-way line of Mill Street with Grantor's westerly boundary line, 56.39 feet left of and at right angles to Highway Engineer's Station "M" 89+19.54 P.O.T.; said point of beginning further described as bearing S. 55°57'14" W. a distance of 3,258.81 feet from the center quarter corner of Section 7, T. 19 N., R. 20 E., M.D.M; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence along said northerly right-of-way line the following three (3) courses and distances:

- 1) S. 66°19'26" E. – 189.95 feet;
- 2) from a tangent which bears the last described course, curving to the left with a radius of 47.50 feet, through an angle of 71°09'35", an arc distance of 58.99 feet;
- 3) N. 42°30'58" E. – 2.13 feet to Grantor's easterly boundary line;

thence S. 00°28'09" W., along said easterly boundary line, which is coincident with the left or westerly right-of-way line of Kietzke Lane (SR-667), a distance of 6.14 feet to the former left or northerly right-of-way line of Mill Street; thence along said former northerly right-of-way line the following three (3) courses and distances:

- 1) N. 89°31'51" W. – 1.38 feet;
- 2) from a tangent which bears S. 14°19'11" W., curving to the right with a radius of 45.00 feet, through an angle of 101°57'48", an arc distance of 80.08 feet;

- 3) N. 63°43'01" W. – 183.66 feet to said Grantor's westerly boundary line;

thence N. 00°28'09" E., along said westerly boundary line, a distance of 17.33 feet to the point of beginning;

said parcel contains an area of 4,920 square feet (0.11 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



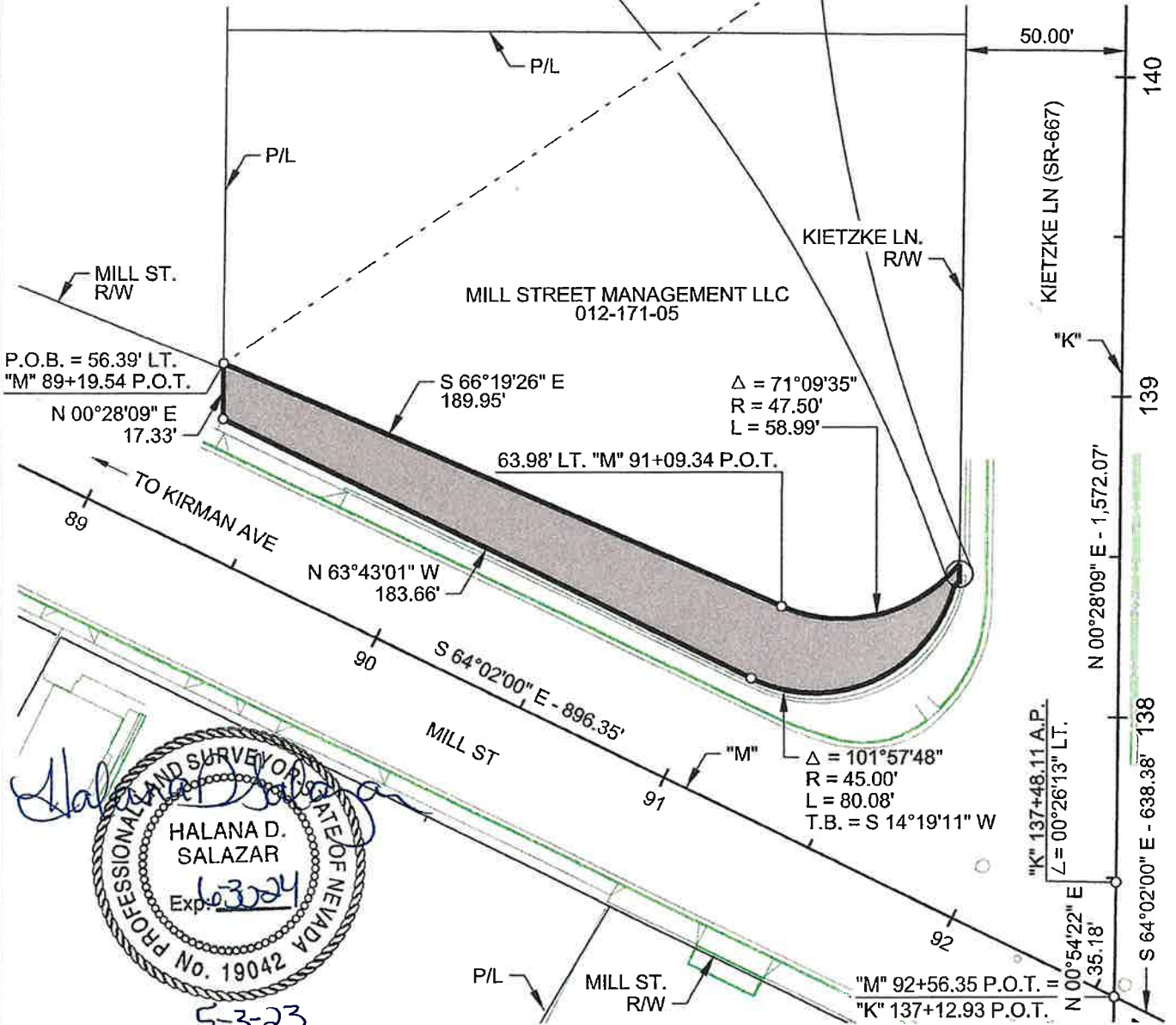
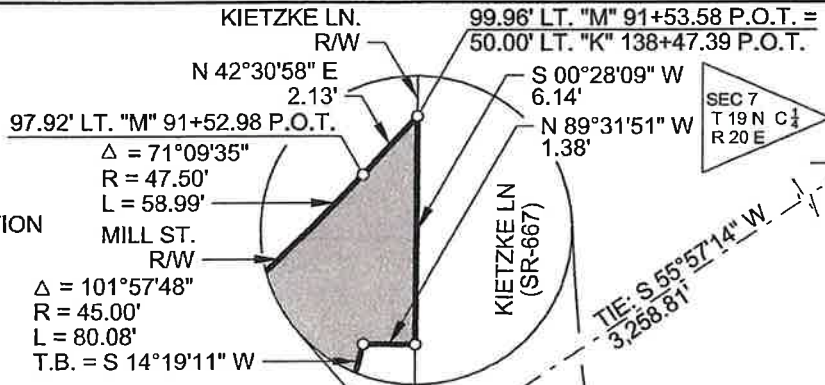
EXHIBIT "B"



SCALE: 1"=50'



FEE ACQUISITION



Halana D. Salazar
 HALANA D. SALAZAR
 PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
 No. 19042
 Exp. 6-30-24
 5-3-23

OWNER: MILL STREET MANAGEMENT LLC
 ASSESSOR PARCEL NO's: APN 012-171-05
 SECTION, TOWNSHIP, RANGE: SE 1/4 SECTION 12, T. 19 N., R. 19 E.
 AREA: 4,920 SQUARE FEET
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP

JOB NO: W7Y47500
 DATE: 05/03/2023
 DRAWN BY: SB
 CHECKED BY: HS

JACOBS
 50 W. LIBERTY ST. STE #205
 RENO, NV 89501
 (775) 329-7300

SCHEDULE 2

FORM OF TEMPORARY CONSTRUCTION EASEMENT DEED

Ptn. of APN: 012-171-05

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

LEGAL DESCRIPTION PREPARED BY:
Halana D. Salazar, PLS
Jacobs Engineering
50 W. Liberty Street, Suite 205
Reno, NV 89501

Project: Mill Street Capacity & Safety Project (the "Project")
Project #: 0211007
Parcel: Ptn. of APN 012-171-05

TEMPORARY EASEMENT DEED

THIS DEED, made this 20 day of AUGUST, 2024
between, Mill Street Management, LLC, a Nevada limited liability company, hereinafter called
GRANTOR, and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY,
hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of:

the construction of roadway widening improvements along Mill Street and a new road connection between Mill Street and Market Street. This work includes construction of sidewalk, curb and gutter, curb ramps, asphalt roadway, traffic signal, lighting, drainage improvements, utility relocations, demolition activities of existing building structures, removal and stub of existing utilities to the site, removal of fencing, removal of landscaping, grading, and all other construction work necessary to complete the Project.

The Temporary Easement shall commence on or after December 1, 2024 and shall continue through and include the termination date of November 30, 2027.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

IN WITNESS WHEREOF, GRANTOR has hereunto signed on the day and year first above written.

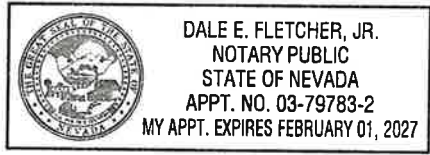
Mill Street Management, LLC, a Nevada Limited Liability Company

By: [Signature]
Name: MITCHELL BESSO
Its: MANAGER

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on August 20, 2024 by MITCHELL G. BESSO, MANAGER for Mill Street Management, LLC.

S
E
A
L



[Signature]
Signature of notarial officer
DALE E. FLETCHER JR
Print name

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR, PLS
JACOBS ENGINEERING
50 W. LIBERTY ST., SUITE 205
RENO, NV 89501

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

Ptn. of APN 012-171-05

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SE 1/4 of Section 12, T. 19 N., R. 19 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the left or northerly right-of-way line of Mill Street with Grantor's westerly boundary line, 56.39 feet left of and at right angles to Highway Engineer's Station "M" 89+19.54 P.O.T.; said point of beginning further described as bearing S. 55°57'14" W. a distance of 3,258.81 feet from the center quarter corner of Section 7, T. 19 N., R. 20 E., M.D.M.; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence N. 00°28'09" E., along said westerly boundary line, a distance of 8.16 feet; thence along the following six (6) courses and distances:

- 1) S. 66°19'26" E. – 14.33 feet;
- 2) N. 23°40'34" E. – 23.50 feet;
- 3) S. 66°19'26" E. – 70.28 feet;
- 4) S. 23°40'34" W. – 12.63 feet;
- 5) S. 64°02'00" E. – 119.86 feet;
- 6) N. 75°58'40" E. – 41.07 feet to Grantor's easterly boundary line;

thence S. 00°28'09" W., along said easterly boundary line, which is coincident with the left or westerly right-of-way line of Kietzke Lane (SR-667), a distance of 4.91 feet to said left or northerly right-of-way line of Mill Street; thence along said northerly right-of-way line the following three (3) courses and distances:

- 1) S. 42°30'58" W. – 2.13 feet;

- 2) from a tangent which bears the last described course, curving to the right with a radius of 47.50 feet, through an angle of 71°09'35", an arc distance of 58.99 feet;
- 3) N. 66°19'26" W. – 189.95 feet to the point of beginning;

said parcel contains an area of 4,694 square feet (0.11 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



5-3-23

EXHIBIT "B"



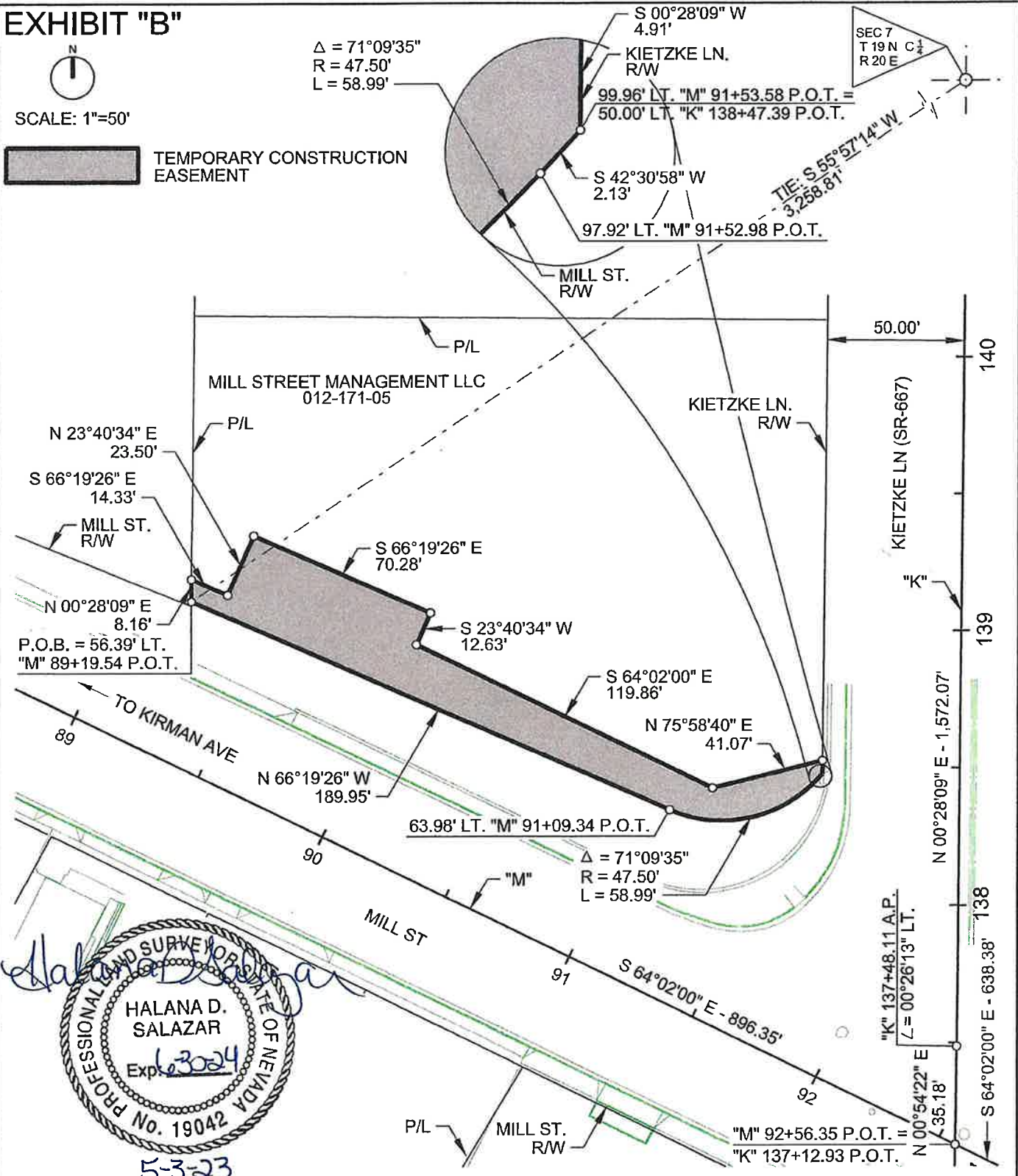
SCALE: 1"=50'



TEMPORARY CONSTRUCTION EASEMENT

$\Delta = 71^{\circ}09'35''$
 $R = 47.50'$
 $L = 58.99'$

SEC 7
 T 19 N C 1
 R 20 E



Halana D. Salazar
 HALANA D. SALAZAR
 PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
 No. 19042
 Exp. 6-30-24
 5-3-23

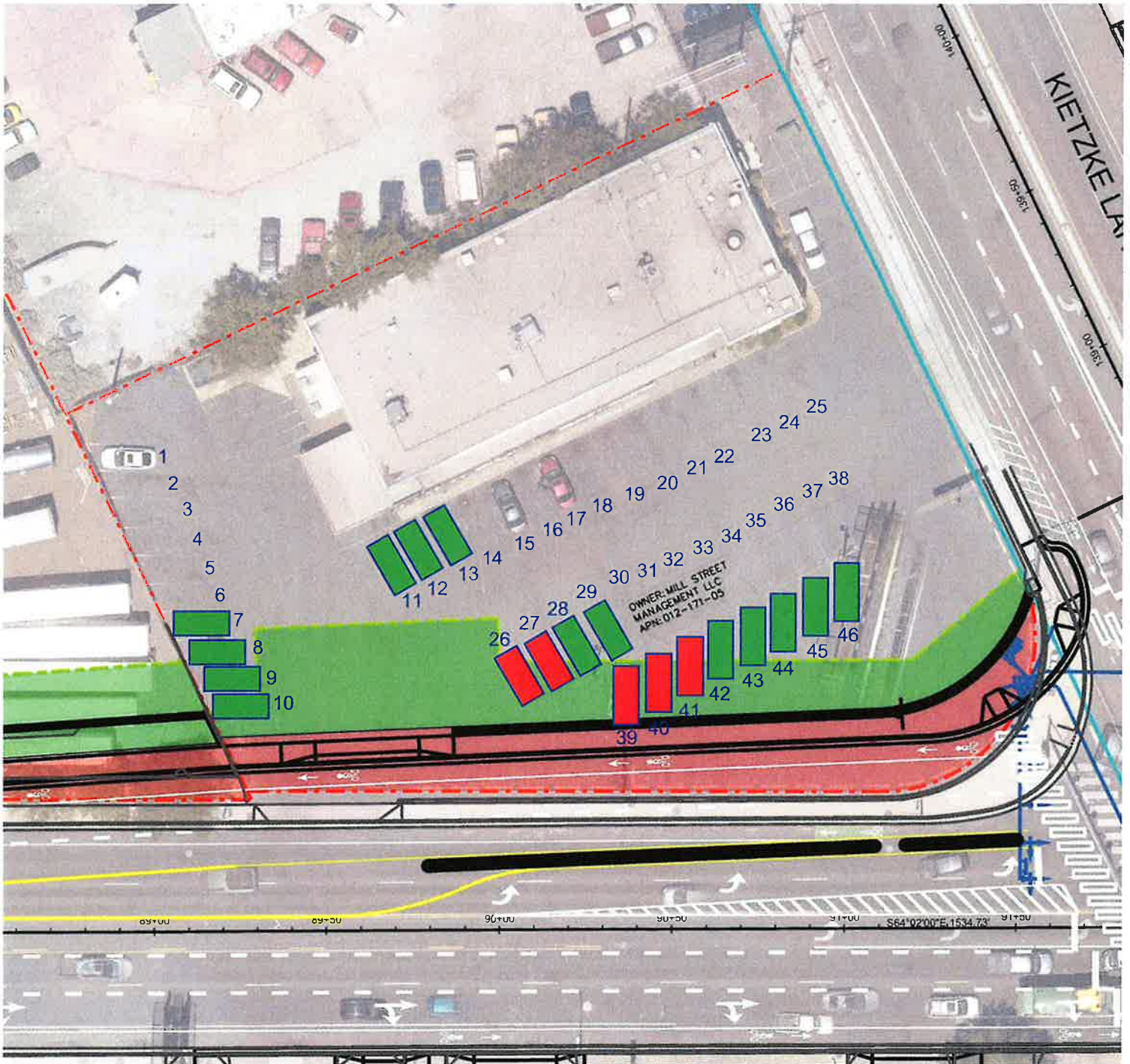
OWNER:	MILL STREET MANAGEMENT LLC
ASSESSOR PARCEL NO's:	APN 012-171-05
SECTION, TOWNSHIP, RANGE:	SE 1/4 SECTION 12, T. 19 N., R. 19 E.
AREA:	4,694 SQUARE FEET
LOCATION:	CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	JACOBS 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: 05/03/2023	
	DRAWN BY: SB	
	CHECKED BY: HS	

SCHEDULE 3

EXISTING PARKING SPACES

EXISTING PARKING SPACES



Legend



2 46 existing parking spaces



Existing parking spaces with permanent loss of use due to fee acquisition (5)



Existing parking spaces that may have temporary loss of use due to work in the TCE area (up to 14 spaces for up to 4 months)

SCHEDULE 4

CONSTRUCTION MEMO



CONSTRUCTION MEMO

Owner Name: Mill Street Management, LLC	Property Address 1775 Mill Street, Reno NV 89502	Work: (775) 322-2141
	Mailing Address 590 B, Virginia Street, Reno NV 89501	Email: info@renovulc.com
Tenant, if any: Multiple (3)	Property Addresses: 1775 Mill Street, Reno NV 89502	Cell: Work:
	Mailing Address 1775 Mill Street, Reno NV 89502	Email:
Parcel No.: 012-717-05	Project Name/Title: Mill Street Safety & Capacity	County: Washoe

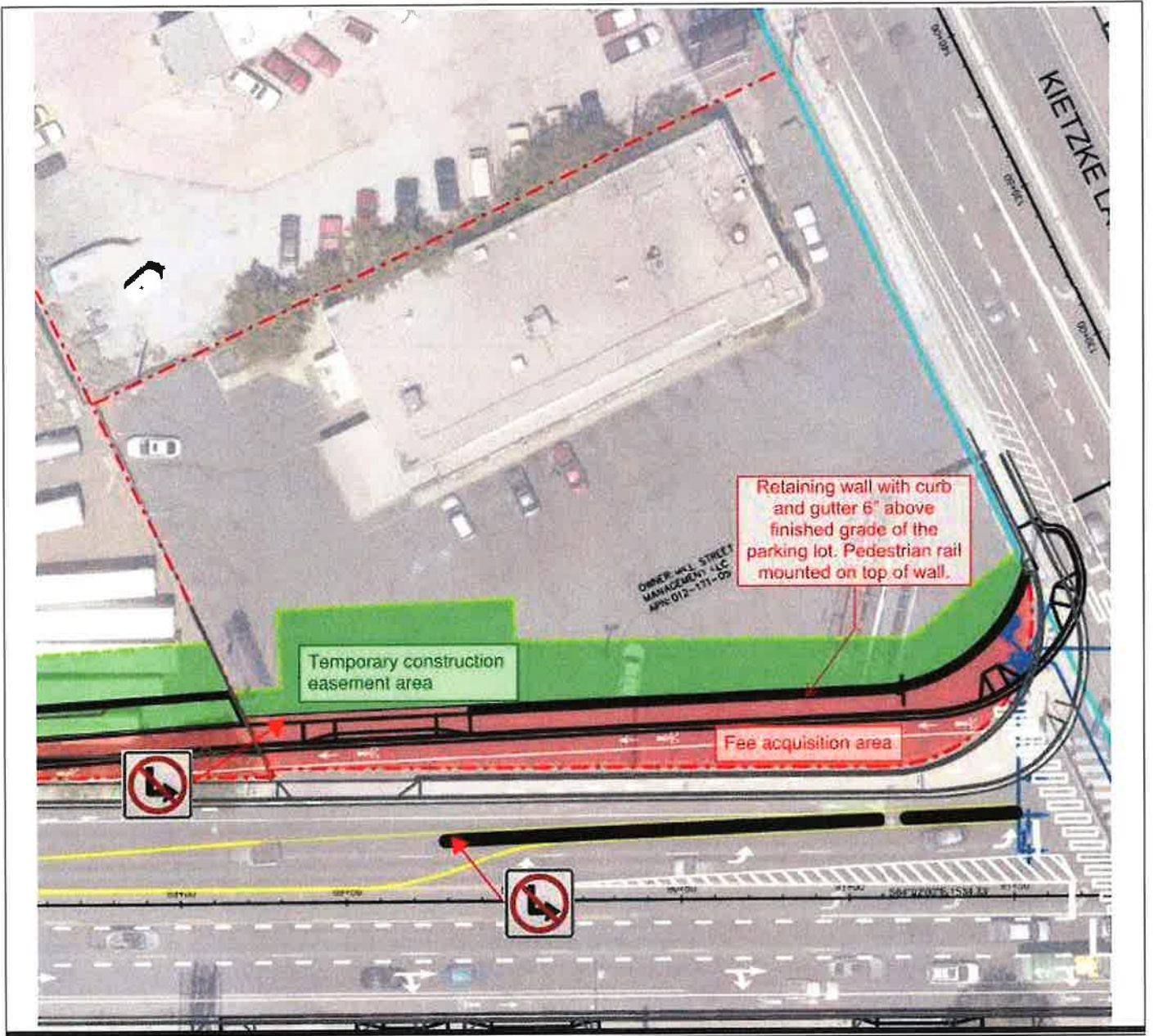
- **All commitments agreed upon between negotiator and property owner are listed below.**
- **All commitments are subject to approval of Regional Transportation Commission of Washoe County (RTC).**
- **Basic concepts of construction project have been explained to owner.**
- **No other commitments, either verbal or implied, are valid.**
- **Nothing contained in this memo shall be construed to limit RTC's ability to acquire the temporary easement and all other property interests necessary to construct the Project through eminent domain, should it become necessary.**

Commitments made:

1. **Access:** Ingress/egress for the property along Mill Street will be an allowable left in/right out, with signage installation at the new median and adjacent to the driveway showing no exiting left turn.
2. **Notice:** RTC or its contractor shall provide at least fourteen (14) calendar days notice prior to anticipated construction activities commencing in the temporary easement area.
3. **Business Access:** Whenever lane closures are in effect adjacent to a business driveway, the Contractor shall install generic "BUSINESS ACCESS" sign(s) at the driveway, visible to motorists in both travel lane directions in the street.
4. **Safety:** Retaining wall with curb and gutter 6" above finished grade of the parking lot. Pedestrian rail will be mounted on top of the wall. Retaining wall will be owned and maintained by City of Reno.


Other matters of interest and owner concerns:

Exhibit of work areas with construction notes attached as part of this memo.




 Property Owner Signature

8-20-24
 Date


 Negotiator Signature

5/23/2024
 Date

Alis Wishner, Acquisition Agent
 Print Negotiator Name

Commitments Approved:


 Project Manager

Project Engineer, Signature and Title

5/23/2024
 Date

Kim Diegle, P.E.
 Print Project Engineer Name



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.5.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Purchase of two (2) Chrysler Pacifica ADA Accessible Minivans for RIDE fleet

RECOMMENDED ACTION

Approve the purchase of two (2) Chrysler Pacifica ADA Accessible Minivans from Model 1 Commercial Vehicles (formerly Creative Bus Sales) utilizing the State of Nevada Fleet Vehicles procurement Contract No. 99SWC-S1495, for an amount not-to-exceed \$174,984.

BACKGROUND AND DISCUSSION

In FY 2025, RTC budgeted for the purchase of two (2) ADA accessible minivans for the RIDE fleet. These will replace current fleet vehicles that are at the end of their useful life, and which are used for road supervision and to transport RIDE passengers in the case of emergencies.

FISCAL IMPACT

Sales Tax Funding appropriations for this purchase are included in the FY2025 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



NVDOT

80DOT-S1970

FY 2022

Preparer: _____

Base Model

Braun SE



Base Model Price: \$ 80,161.00

Options: \$ 7,331.00

Unpublished Options: \$ -

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
204.3"	Side	2	4	No

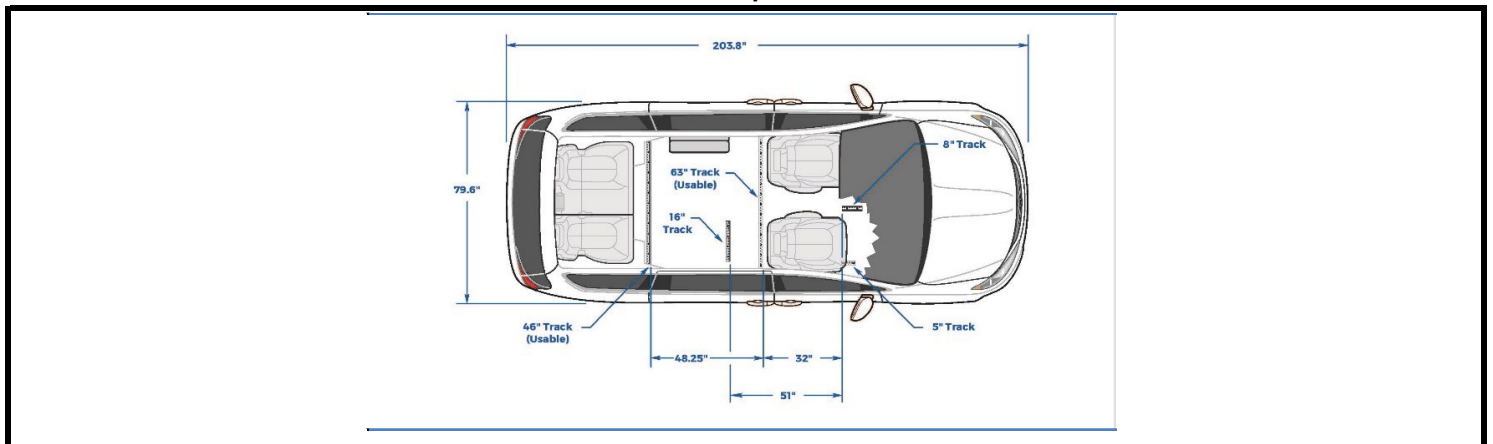
QTY Vehicles: Total Contract Price:

Per Vehicle Price: \$ 87,492.00

Customer Info

Customer:	RTC Washoe County
Address:	1105 Terminal Way Reno, NV 89502
Contact:	Mark Schlador
Office Phone:	(775) 335 - 1914
Mobile Phone:	(775) 343 - 9270
E-Mail:	mschlador@rtcwashoe.net

Floorplan



Voyager Commercial Rear-Entry

Standard Features

- FTA Buy America compliant
- ADA, FMVSS and CMVSS compliant
- Meets/exceeds Altoona test requirements
- CARB compliant
- 56" rear door opening
- Lowered floor section, aft of 1st row seats
- 34" wide manual ramp with 1,000 lb capacity
- Remount OEM quad seats - Flip & Fold
- ADA commercial flooring
- Wheelchair securement tie-downs - QRT MAX Slide-n-Click
- Transmission interlock
- ADA ramp lighting
- Emergency exit release for rear hatch
- Back-up alarm

Optional Features

- 2nd row 3-passenger OEM bench remount
- 2nd row 3-passenger aftermarket bench
- 3rd row 2-passenger foldaway seat
- Vinyl cover kits for OEM seats
- DOT kit
- Additional wheelchair securement belts: QRT Deluxe, QRT MAX, QRT 360
- Additional set of lap and shoulder belts

VEHICLE CHASSIS OVERVIEW	2022 Chrysler Pacifica
FWD Passenger Van Touring L (RUCH53)	

<p>Powertrain 3.6L V-6 DOHC SMPI 24 valve engine with VVT variable valve control, cylinder deactivation * 180 amp alternator * 650 amp battery with run down protection, auxiliary battery * Engine oil cooler, transmission oil cooler * 9-speed electronic automatic transmission with overdrive, lock-up * Front-wheel drive * ABS & driveline traction control * 3.25 axle ratio * Stainless steel exhaust</p>
<p>Steering and Suspension Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * Touring ride suspension, with electronic stability * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear trailing arm suspension * Rear coil springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.00" machined w/painted accents aluminum wheels * P235/65HR17.0 BSW AS front and rear tires</p>
<p>Safety 4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st, 2nd and 3rd row overhead airbag, airbag occupancy sensor, driver and passenger knee airbag * Front and rear height adjustable seatbelts with front pretensioners * Sentry Key immobilizer, panic alarm, security system</p>

Comfort and Convenience

Automatic dual zone front air conditioning, rear HVAC with separate controls, air filter, underseat ducts, auxiliary rear heater, voice activation, headliner/pillar ducts * SiriusXM AM/FM/Satellite, clock, seek-scan, Uconnect 5 external memory control, 6 speakers, speed sensitive volume, Bluetooth streaming audio, active noise cancellation, integrated roof antenna, radio steering wheel controls * 2 1st row LCD monitors * Cruise control with steering wheel controls, distance pacing * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, power remote cargo access release, child safety rear door locks, tailgate/rear door lock included with power door locks * 2 12V DC power outlets, trunk/hatch auto-latch, driver foot rest, retained accessory power, garage door transmitter, Uconnect Access emergency SOS, Bluetooth wireless phone connectivity * Analog instrumentation appearance includes tachometer, oil pressure gauge, engine/motor temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, compass, exterior temp, systems monitor, redundant digital speedometer, camera(s) - front camera, camera(s) - left side camera, camera(s) - right side camera, camera(s) - rear camera, trip computer, trip odometer, Park Assist automated parking sensors, lane departure, blind spot, forward collision * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, rear cargo ajar, service interval, brake fluid, turn signal on, tire specific low tire pressure, transmission fluid temp

Comfort and Convenience (Continued)

TechnoLeather leatherette steering wheel with tilt and telescopic adjustment * Power front and rear windows with deep tint, driver and passenger 1-touch down, fixed rearmost windows, sun blinds * Variable intermittent front windshield wipers, rain detecting wipers, fixed interval rear wiper, rear window defroster * Dual illuminated vanity mirrors * Auto-dimming day-night rearview mirror * Interior lights include dome light with fade, front and rear reading lights, illuminated entry * Partial floor console with covered storage, mini overhead console with storage, conversation mirror, locking glove box with light, front and rear cupholders, instrument panel covered bin, interior concealed storage, 2 seat back storage pockets, driver and passenger door bins, rear door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, tire mobility kit

Seating and Interior

Seating capacity of 7 * Bucket front seats with driver and passenger heated-cushion, driver and passenger heated-seatback, adjustable head restraints with tilt, driver and passenger armrests * 8-way adjustable (8-way power) driver seat includes power 4-way lumbar support * 4-way adjustable passenger seat * Captain 2nd row seat with tumble forward, reclining fore/aft, folding activation, 2 adjustable rear head restraints, armrest mounted on seat * 3rd row seat 60-40 folding split-bench fold into floor with reclining fold into floor, 3 fixed 3rd row head restraints * Leather faced front seats with plastic back material * Leather faced rear seats with plastic back material * Leatherette faced 3rd row seats with carpet back material * Vinyl door trim insert, full cloth headliner, full carpet floor covering with carpet front and rear floor mats, colored instrument panel insert, metal-look gear shifter material, colored door panel insert, piano black console insert, piano black/metal-look interior accents * Memory on driver seat

Exterior Features

Rear lip spoiler, side impact beams, front license plate bracket, galvanized steel/aluminum body material * Chrome side window moldings * Body-colored door handles * Black w/chrome surround grille * 4 doors with power sliding rear driver's side door, power sliding rear passenger's side door power liftgate rear cargo door * Roof rack * Driver and passenger power remote body-colored heated folding outside mirrors with turn signal indicators * Front and rear body-colored bumpers with chrome bumper inserts * Projector beam LED low/high beam auto on/off headlamps with delay-off feature * Additional exterior lights include front fog lights * Clearcoat monotone paint



OPTIONS

Vehicle 1 - ADA Minivan

Qty	Description	FY 2022 List Price	QTY Total
1	Under floor ramp	\$ 6,000.00	\$ 6,000.00
1	Seats: Vinyl in lieu of cloth	\$ 1,331.00	\$ 1,331.00
-		Subtotal Options:	\$ 7,331.00

Options

Qty	Description	FY 2022 List Price	QTY Total
1	Under floor ramp	\$ 6,000.00	\$ 6,000.00
1	Seats: Vinyl in lieu of cloth	\$ 1,331.00	\$ 1,331.00
		Subtotal Options:	\$ 7,331.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.5.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Purchase of six (6) 2023 Ford Escapes for RIDE Fleet

RECOMMENDED ACTION

Approve the purchase of six (6) 2023 Ford Escapes from Corwin Ford, Reno utilizing the State of Nevada Fleet Vehicles procurement Contract No. 99SWC-S1495, for an amount not-to-exceed \$188,419.50.

BACKGROUND AND DISCUSSION

In FY 2025, RTC budgeted for this purchase for the RIDE fleet. These will replace current RTC RIDE Supervisor vehicles that are beyond the end of their useful life.

FISCAL IMPACT

Federal funding 80% and Sales Tax appropriations 20% are included in the FY2025 budget for this purchase.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



Invoice # 07/17/2024

Corwin | Ford
RENO

Sales • Service • Used Cars & Trucks

3600 KIETZKE LANE
RENO, NV 89502

P.O. BOX 12970
RENO, NV 89510

775-829-3206 Direct

Customer # RTC WASHOE COUNTY

Sold to:

Address:

City, State &
Zip Code

VIN	Year	Make	Model
	2025	Ford	ESCAPE
Salesperson	Deal #		PO #
Dennis Tagliarino			

2024 FORD ESCAPE ACTIVE TRIM AWD

OXFORD WHITE EXTERIOR

EBONY CLOTH INTERIOR

200A EQUIP GROUP

1.5LTR ECO ENGINE/ 8 SPEED TRANS

COLD WEATHER PKG- HEATED STEERING

WHEEL/POWER MIRRORS HEATED/ REMOTE

START/HEATED FRONT SEATS

REAR PARKING SENSORS/DAYTIME RUNNING LIGHTS

TOTAL COST \$31,375 PLUS \$28.25 TITLE FEE

***Thank you for your
business!***



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.5.3

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Air Products and Chemicals, Inc. - Phase II of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment Project

RECOMMENDED ACTION

Approve a Sale of Equipment Contract with Air Products and Chemicals, Inc., for Phase II of the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project which will increase the refueling capacity of the hydrogen fueling station, for a total not-to-exceed amount of \$1,068,582.

BACKGROUND AND DISCUSSION

Based on RTC's FY2023 Low or No Emission Bus Program grant awarded by the Federal Transit Administration (FTA) to implement Phase II of this project, this is a sole source procurement with Air Products and Chemicals, Inc. (AP). Phase II of this project aims to enhance the hydrogen fueling infrastructure to support the increasing number of hydrogen fuel cell electric buses in the RTC's fleet. The scope of work for this phase includes the addition of vaporizers and a dispenser ensuring a seamless integration with the existing infrastructure. These components are essential for increasing the station's capacity to refuel more buses, reducing downtime and improving the overall efficiency of the fleet. Given the long lead times associated with this procurement and installation of this specialized equipment, advance approval from the Board is required. Board approval ensures that the equipment is ordered and delivered in a timely manner allowing for the seamless continuation of the project and avoids any potential disruptions to bus operations. The enhanced refueling infrastructure supports the growing fleet and contributes to RTC's long-term sustainability goals.

FISCAL IMPACT

Funding for this project is made possible through the FY 2023 Low or No Emission Bus Program (5339(c)) grant award in the amount of \$8,784,606 and is included in the FY2025 budget.

PREVIOUS BOARD ACTION

02/16/2024 Approved the purchase of six (6) hydrogen fuel cell buses utilizing the State of Washington's Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719 for an estimated amount not-to-exceed \$8,377,051.08.

Sale of Equipment Contract



Date: 6/24/2024

Seller: Air Products and Chemicals, Inc., whose address is 1940 Air Products Boulevard, Allentown, PA 18106-5500,

Buyer: REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, whose address is 1105 Terminal Way Suite 211, Reno, NV 89502

This Contract incorporates and is governed by the terms and conditions in the attachments hereto.

Buyer hereby agrees to purchase from Seller, and Seller agrees to supply to Buyer, certain equipment and materials ("Equipment") in accordance with the following:

NEW EQUIPMENT DESCRIPTION:	TOTAL PRICE
<u>Listed in Attachment 1</u>	<u>\$442,664</u>

SERVICES/OTHER SCOPE DESCRIPTION:	TOTAL PRICE
<u>Listed in Attachment 1</u>	<u>\$625,918</u>

TOTAL CONTRACT PRICE: \$1,068,582

PAYMENT TERMS: All payments are due within 30 days of the date of the invoice. The Total Contract Price shall be invoiced as follows: 80% upon delivery of Equipment and 20% upon commissioning of the Equipment. Buyer's Tax Exemption Certificate Number is: Not Used

SCHEDULE: Equipment will be ready to ship from Seller's facility approximately 52 weeks after this Contract is fully executed.

DELIVERY:

- Seller will deliver Equipment FCA Seller's facility. Seller will arrange for a carrier at Buyer's cost and risk, pre-paying and invoicing Buyer for the freight.
- Total Price includes Seller's delivery of the Equipment DAP Buyer's site at 1301 East 6th Street Reno, NV.

INSTALLATION: The parties' respective Equipment installation responsibilities and other scope obligations are set forth in the attachments hereto.

EXPIRATION: The price and terms in this Contract will expire unless accepted in writing by 8/23/2024.

GENERAL PROVISIONS: This Contract includes the following attachment(s): 1 "Proposal and Technical Description for RTC Hydrogen Refueling Station – Phase 2," dated May 29,2024, and 2 "Federal Clauses". This Contract is subject to acceptance by a duly authorized representative of Seller. This Contract cannot be revised or amended unless stated in writing and signed by authorized representatives of each party. Any purchase orders or acknowledgements used by Buyer, even if referenced herein or attached hereto, shall be deemed intended for record purposes only and shall not add to or modify this Contract.

FEDERAL CLAUSES: *This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, Air Products agrees to comply with the federally required clauses set forth in Attachment 2 hereto.*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, by their duly authorized representatives, as of the day first above written, intending hereby to be legally bound.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

COMPANY NAME

By: _____

TITLE

DATE

Submitted by: John Chimenti
AIR PRODUCTS AND CHEMICALS, INC.

By: _____

TITLE

DATE

SALE OF EQUIPMENT TERMS AND CONDITIONS

1. **ADJUSTMENT IN CONTRACT PRICE:** If Seller is required by Buyer to make any changes, deductions, or additions to the Equipment, the parties hereto shall immediately enter into negotiations to determine the amount by which the unit price for the Equipment shall be adjusted due to such changes, deductions or additions, and this adjustment shall be incorporated in a written supplement to this Agreement. Buyer understands that the pricing set forth in this Agreement and its Riders was determined based on applicable laws, statutes, rules, orders and regulations, including duties, tariffs, or other import or export charges (all of the foregoing, collectively, "Applicable Laws"), in existence and as applied, interpreted, and enforced at the time that Seller proposed such pricing to Buyer. The parties specifically agree that Applicable Laws shall include any new codes, directives, regulations, guidelines or standards, including any new fuel standards, impacting shipping pricing, including any of the foregoing from the International Maritime Organization, or otherwise. Buyer agrees that, in the event of any change in Applicable Laws following the date of Seller's proposed pricing to Buyer, including the promulgation of any new Applicable Laws or a change in the application, interpretation, or enforcement of any Applicable Laws, and specifically including in the event that any new duties, tariffs, or other import or export charges are imposed on any Equipment (in whole or in part) related to this Agreement, Seller may invoice Buyer and Buyer shall reimburse Seller for any additional charges as a result of such change.
2. **TECHNICAL SERVICE:** Should Buyer deem it necessary that Seller provide technical consultation, advice, instruction, or service relating to operation of the Equipment at the site of the Equipment during the applicable warranty period (hereinafter referred to as "Technical Service"), Buyer shall so advise Seller in writing. Seller will use then current Service Plus Rates (which can be found at <http://www.airproducts.com/serviceplus>) unless such Technical Service is specifically included in the price of the contract.
3. **EQUIPMENT WARRANTIES:** Seller warrants the Equipment to be free from defects in material and workmanship at the time of shipment from Seller's facility and for a period of one (1) year thereafter for new Equipment and for a period of ninety (90) days thereafter for reconditioned Equipment, under proper and normal use and service. If, during such period, any part of such Equipment is found to have been defective or damaged at the time it was shipped, it will be repaired or replaced by a similar part EXW point of shipment provided that Buyer gives Seller immediate written notice upon the discovery of any defective or damaged items, whereupon Seller shall have the option of requiring the return of the defective material to establish the claim.
4. **A. LIMITATION OF REMEDIES: NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITATION OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE TREATED OR CONSIDERED AS A PART HEREOF EXCEPT AS THEY ARE SET FORTH IN ARTICLE 2 AND IN THE EQUIPMENT DESCRIPTION ON THE FACE HEREOF, AND EXCEPT FOR THE IMPLIED WARRANTIES OF GOOD TITLE AND RIGHT TO TRANSFER FREE OF ENCUMBRANCES.**
B. THE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS, AS AFORESAID, SHALL BE BUYER'S ONLY REMEDY FOR BREACH OF THE WARRANTIES OF SELLER. NO ALLOWANCE WILL BE MADE FOR REPAIRS OR ALTERATIONS MADE WITHOUT THE WRITTEN CONSENT OF SELLER, IN WHICH EVENT ALL SELLER'S WARRANTIES HEREUNDER SHALL BE VOID AND OF NO EFFECT. BUYER AGREES TO ASSUME RESPONSIBILITY AND PAY FOR SUCH DEFECTS WHICH ARE ATTRIBUTABLE TO IT AND FOR DAMAGES WHICH MAY OCCUR TO THE EQUIPMENT AFTER DELIVERY OF IT.
C. SELLER SHALL NOT BE LIABLE IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM DAMAGE TO OR LOSS OF PRODUCT PROCESSED BY THE EQUIPMENT, OR FOR ANY DAMAGES ARISING FROM THE NORMAL USE OR THE MISUSE OF THE EQUIPMENT, OR FROM ANY DAMAGES ARISING FROM OR RELATED TO TECHNICAL SERVICE OR OTHER SERVICES PROVIDED BY SELLER, NOR SHALL SELLER'S LIABILITY IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE UNIT OF EQUIPMENT OR SERVICE WITH RESPECT TO WHICH A CLAIM IS MADE.
5. **PATENTS:** Seller agrees that it will, at its own expense and to the extent hereinafter stated, defend and hold Buyer free and harmless in any suit or proceeding insofar as the same is based on a claim that the Equipment furnished hereunder constitutes an infringement of any existing U.S. patent, provided Buyer gives Seller prompt notice of such suit or proceeding, permits Seller through its counsel to defend the same, and gives Seller all necessary information, assistance and authority to enable Seller to do so. In case said Equipment is in such suit held to constitute infringement and the use of said Equipment is enjoined, Seller shall, at its own expense and at its option, either procure for Buyer the right to continue using said Equipment; or replace the same with non-infringing equipment or modify it so it becomes non-infringing; or remove said Equipment and refund the purchase price made by Buyer. The foregoing states the entire liability of Seller for patent infringement and such entire liability shall in no event exceed the purchase price made on the Equipment furnished hereunder, nor shall such liability include consequential damages of any kind including but not limited to those based upon loss of Buyer's product. The provisions of this paragraph shall not apply to any equipment specified by Buyer or manufactured by Buyer's design, nor shall it apply to systems or combinations in which Buyer incorporates Equipment furnished hereunder. As to such equipment, combinations or systems, Seller assumes no liability whatsoever for patent infringement.
6. **FORCE MAJEURE:** Any delay in or failure of performance (other than payment of money) by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if, and to the extent, caused by acts of governmental authority, acts of God, delays of subcontractors, strikes or other concerted acts of workers, fires, floods, explosions, riots, wars or armed conflict, declared or undeclared, rebellion and sabotage, and all other occurrences of a similar or dissimilar nature beyond the control of the party affected.
7. **TAXES, LIENS:** The price for the Equipment does not include any excise, sales, privilege, or use tax or taxes which are payable by Seller in connection with the sale or delivery of the Equipment and Buyer shall reimburse Seller for any such tax or taxes where applicable. Buyer agrees to keep the Equipment free of all taxes, liens, or other charges after delivery of it and until such time as the total sales price is fully paid and accepted by Seller.
8. **TITLE:** Title to the Equipment, including all accessories, other equipment and parts now or hereinafter attached or substituted, shall not pass to Buyer, and Seller shall have a security interest in the Equipment, until all unpaid sums are fully paid in cash.
9. **INSURANCE:** Until the total sales price balance of the Equipment is paid and accepted by Seller, Buyer agrees with Seller to obtain and keep in full force and effect, a policy or policies of Commercial General Liability Insurance with minimum combined single limit per occurrence of \$1,000,000 with Seller added as an insured with respect to claims arising from the use or possession of the Equipment by Buyer. Certificates evidencing such insurance shall be made available to Seller upon demand at time of shipment of the Equipment, said certificate to provide for thirty (30) days' advance notice to Seller in the event of modification or cancellation. Buyer will maintain the Equipment in good repair and be responsible to Seller for any loss or damage thereto. Buyer will keep the Equipment insured by a policy or policies of insurance, such form and coverage to avoid any loss to Seller for any causes. Buyer hereby requests all insurance carriers involved to pay all insurance claims, including premium refunds, directly to Seller and appoints Seller attorney-in-fact to collect the same on behalf of the Buyer.
10. **DEFAULT:** In the event of any default in making any installment payment, or in the performance of any of the provisions hereof, or if any attachment or execution is made or levied upon the Equipment, or if a petition in bankruptcy or insolvency, or for the appointment of a receiver or liquidator or trustee shall be filed by or against Buyer or any of Buyer's property or Buyer makes any assignment for the benefit of creditors, or if a petition or other proceeding shall be filed by or against Buyer for reorganization, compromise, adjustment or other relief under laws relating to the relief of debtors, all remaining installments may be declared by Seller immediately due and payable, and in the event of nonpayment, Buyer agrees on demand to deliver the Equipment to Seller, and Seller may, without notice of demand and without legal process, enter the premises of Buyer and retake possession of the Equipment on such premises, or wherever found.
11. **REMEDIES:** In the event of any default by Buyer, Seller may pursue any legal remedy available to collect all sums owing thereto, to enforce its title in and right to possession of the Equipment, and to enforce any and all other rights and remedies available to it, and no such action shall act as a waiver of any other right or remedy of Seller under the terms hereof, or the law.
12. **SALE:** Seller, upon obtaining possession of the Equipment upon default, may cause the same or any part thereof to be sold at private or public sale either with or without having the Equipment at the place of sale, and so far as may be lawful, Seller may be a purchaser at such sale. The net proceeds of such sale, after deducting all expenses of Seller in retaking, storing, repairing and selling the Equipment, including reasonable attorneys' fees, shall be credited against the total amount owing to Seller from Buyer in accordance with the terms of this Agreement, and any surplus shall be paid to Buyer or the person legally entitled thereto; and in the event of a deficiency, Buyer will pay the same to Seller.
13. **RELOCATION:** Buyer agrees to notify Seller of any change of location of the said Equipment.
14. **CONFLICTING TERMS:** Unless accepted in writing by a duly authorized representative of Seller, any other terms or conditions, whether in the form of a purchase order, acknowledgment, confirmation or otherwise, which purport to add to, modify, supersede or otherwise alter the terms and conditions contained herein, shall not be binding on Seller nor have the effect, in construing the Agreement between Buyer and Seller, of canceling or otherwise leaving open any terms or conditions herein set forth. Any purchase orders or acknowledgments used by Buyer shall be deemed intended for record purposes only and shall not add to or modify this Agreement. The commencement by Seller of any work relating to supply of the Equipment shall not be construed as Seller's acceptance of any additions to, modifications, or alterations of, the terms and conditions set forth herein.
15. **WAIVER:** A waiver on the part of Seller of any term, provision or condition of this Agreement shall not constitute a precedent nor bind Seller hereto to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.
16. **INTERPRETATION:** This Agreement and all documents incorporated herein by reference constitute the entire Agreement and supersede all previous agreements and understandings, whether oral or written, relating to the subject matter hereof between Seller and Buyer. To the extent that any of the exhibits, specifications or attachments hereto may conflict with the terms, provisions and conditions of this Agreement, the terms, provisions and conditions of this Agreement shall prevail. This Agreement shall be governed by and shall be construed according to the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of laws provisions. Venue shall be in the Second Judicial Court of Nevada or the United States District Court in Reno, Nevada. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
17. **DISPUTE RESOLUTION:** Any dispute between the parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to each party's senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of 60 days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.
18. **FINANCING STATEMENTS:** At the request of Seller, Buyer agrees to join with Seller in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Seller to evidence Seller's security agreement in the Equipment.
19. **GENERAL PROVISIONS:** This Agreement shall not be assignable by either party without the written consent of the other hereto, except that it may be assigned without such consent by the Seller to any successor or affiliate of the Seller or to a person, firm or corporation acquiring all or substantially all of the business and assets of Seller. No assignment shall be valid until and unless this Agreement shall have

been assumed by the assignee. Notwithstanding the foregoing, Seller may assign this Agreement to a wholly-owned subsidiary of Seller without the consent of Buyer provided that it complies with the Federal Transit Administration clauses referenced in Attachment 2.

20. Buyer acknowledges that products, software, and technical information (including, but not limited to, Service, technical assistance and training) provided under this Agreement may be subject to export laws and regulations of the United States of America and other countries, and any use or transfer of the products, software, and technical information must be in compliance with all applicable regulations. Buyer will not use, distribute, transfer, or transmit the products, software or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested Buyer also agrees to sign written assurances (e.g. End User Declaration) and other export-related documents as may be required to comply with all applicable export regulations.

21. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement upon not less than thirty (30) days prior written notice.

22. TERMINATION FOR BREACH. Either party may terminate this Agreement for material breach by the other party that is not cured within 30 days of receipt of written notice thereof; provided, however, if such breach cannot reasonably be cured within 30 days, and provided the breach is not a failure to pay, the other party shall be deemed not to be in breach if that party commences remedial action within the 30 days and diligently prosecutes the remedial action to completion within a reasonable time thereafter.

SAMPLE

Attachment 1:

PROPOSAL and TECHNICAL DESCRIPTION

for
Reno, NV
Hydrogen Fueling Station Phase 2

Submitted to:
Regional Transportation Commission

Submitted by:
Air Products

May 29, 2024

PROPRIETARY NOTICE: All information contained herein is the property of Air Products and Chemicals, Inc.; it must be kept confidential and may not be disclosed without Air Products' express prior written consent. Further, such information may not be used, in whole or in part, directly or indirectly, in the manufacture or sale of hydrogen or hydrogen dispensing equipment without the express written permission of Air Products. Air Products authorizes the necessary and reasonable use of this document, and information herein, solely for the evaluation of the proposal for which this information is being delivered. No other use is authorized or permitted.

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SAMPLE

1 Overview

This document conveys the scope of supply for the Reno NV fueling station additions that Air Products (AP) proposes to RTC (Customer). All proposals are based on AP specifications. Items identified as (optional) are available at additional cost.

The price for the design-build of the equipment listed in Section 2 is \$1,068,582.

The breakdown is as follows:

Labor	\$ 162,275
Equipment/Material	\$ 442,664
Contractors	\$ 385,544
Freight	\$ 15,221
Travel and Living	\$ 29,047
Warranty	\$ 33,831
Total	\$ 1,068,582

Schedule:

Activity	Time
Total Time from Contract Agreement to Startup	12 months
Equipment Procurement	11 months
On Site Construction	4 weeks (note: the refueling system will be down for three to four weeks)
Start Up and Commissioning	1 week

The pricing and schedule is valid until August 23, 2024. The global supply chain is quite dynamic. Certain material cost and lead time for equipment continues to fluctuate.

2 Major Equipment

Air Products equipment scope of supply is the following:

Quantity

Description

Additions to existing hydrogen fuel station:

- | | |
|---|--|
| 1 | Automated H35 (35 MPag) gaseous hydrogen dispenser |
| 2 | Ambient air process vaporizer(s) |

3 Equipment Capabilities

Air Products will design the equipment within their scope of supply to the following specifications and standard:

3.1 Hydrogen Demand

Design daily usage:	650 kg/day maximum
Design fill quantity:	25 kg per fill (assumed average)
Fill protocols supported (communication & non-communication):	SAE J2601/2
Type of vehicle filled:	H2 fuel cell buses
Temperature control of hydrogen gas:	H35-chilled
Number of successive full fills or fills/hour:	5x 25kg fills/hour per H35 bus dispenser (alternating)

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3.2 Hydrogen Dispensing and Vehicle Interface

Dispenser type:	Standalone H35 (35 MPag)
Number of hose(s) and supply pressure per dispenser:	One at 35 MPag
Quantity of dispenser:	One (1)
Maximum linear footage of supply tubing from storage:	Using existing supply tubing to 2 nd dispenser location
Enclosure:	Piping connection entry available from top or bottom, maintenance access doors located on sides, external flame & gas mount
Branding:	AP branding
User interface:	Horner or Seimens OCS, panel- side Electronic display accessible with PIN (personal identification number) or customer-supplied access system
Third party certification:	UL (electrical components only)
Components included:	<ul style="list-style-type: none"> • H35 nozzle, compliant with SAE J2600 • Hose(s) • Breakaway(s) • 3/8" piping • Vibration switch • Relief valve(s) • Estop • 120 volt • (1) 6" diagonal color touch screen • H2 flow meter (Coriolis type meter with +/-0.5% test stand accuracy and +/-5% batch accuracy in field experience)
Optional components (not included):	<ul style="list-style-type: none"> • Additional programming including set-up screen
Fill protocols supported (communication & non-communication):	SAE J2601/2 OEM specific (optional) Customer specific if requested (optional)
Pressure rating:	Mechanical components rated to 103 MPag. H35 dispensing hose rated to 52 MPag using a 6:1 safety factor.
Grounding provisions:	Grounding included through conductive hose nozzle, however, vehicles should be grounded via tires and concrete foundation (steel reinforced concrete).
Filters:	One 5- μ m filter upstream of the fueling nozzle
Display:	HMI, Total sale and accumulated total kilograms are displayed
Temperature control (chilling) of hydrogen gas:	H35-chilled

3.3 Controls

The fueling station includes an integrated control system with the following features:

- All control valves fail in the safe direction (closed) after loss of utility power or instrument supply.

- Hose overpressure detection with automatic shutoff and alarm.
- Hose leak detection with automatic shutoff and alarm.
- Local (on dispenser) and remote emergency stop switches (red palm buttons or equivalent) that can be operated by the vehicle driver or others to stop the filling process.
- Critical alarms are hard wired in addition to being connected through the PLC.
- Automatic restart of the compressor will not occur after abnormal, or "alarm condition" shut down to ensure safety of onsite personnel.
- Battery back-up for PLC memory protection.
- Telemetry (DOL system): LHy tank, customer access through MyAirProducts (SM)
- Data collection/archiving via monthly reports: optional

3.4 Codes & Standards

The equipment provided by Air Products will be designed incorporating the latest edition of the following codes (where applicable) as of the date of this document:

- ASME boiler and pressure vessel code section VIII, appendix 22
- ASME B31.3 process piping code
- NFPA 70 national electric code
- NFPA 496 purged enclosures
- NFPA 497M classification of gases, vapors, dusts for electrical equipment in hazardous (classified) locations
- NFPA 2 hydrogen technologies code
- SAE J2600 (compressed hydrogen surface vehicle fueling connection devices)
- SAE J2601/2 (heavy duty vehicle fueling protocol)
- SAE J2799 (FCEV to hydrogen station communication)

3.5 Aesthetics

The fueling station includes the following aesthetic features:

- Unless otherwise specified, the standalone dispenser enclosure will be painted to AP's specifications and shall include a valence.
- Branding: standard AP decals and nameplate on dispenser enclosure.
- Canopy/walls: none

3.6 Shop Inspection

AP will perform a functional shop inspection of the fueling system that includes the following:

- Pressure/leak test using helium/nitrogen by pressurizing the system to 1.1x the maximum allowable working pressure and checking that the system holds the pressure for 10 minutes without decay.
- Soap check the mechanical components at various pressure level(s).
- Loop check of all electrical systems.
- Optional customer inspection available for additional fee.

4 Utilities

The fueling station requires the following utilities, which must be provided by Air Products:

Description	Usage	Tie-Ins
Dedicated Electrical	120Volt, single phase, 60 Hertz, 15 amp	Each dispenser

5 Deliverables and Design Services

This section lists the complete scope of documentation deliverables and design services that AP will provide to Customer for the equipment items within Air Products' scope of supply.

5.1 General Design

Description	AP	Customer
Site evaluation	X	
Equipment layout <ul style="list-style-type: none"> Classified areas will be identified Distance criteria will be identified 	X	
Process and instrument diagram (P&ID)	X	
Project schedule	X – equipment supply	X- overall project schedule
Equipment arrangements: <ul style="list-style-type: none"> Dimensional outline drawings with total weight Stub-up and tie-in points will be identified Operation/maintenance access requirements will be identified 	X	
Design safety assessment (i.e. HAZOP) per AP's standards and procedures (internal deliverable not provided to Customer)	X	
Design safety assessment per customer's standards and procedures	X- Participate (one project engineer will attend one session- attended remotely)	X- Lead
Emergency response plan	X- Provide general plan (not site specific)	X-Prepare site specific plan
Utility summary	X	
Factory acceptance test (FAT) procedure(s) and report(s)	X	
Operational readiness inspection (ORI) procedure(s)	X	
Material test reports (as applicable)	X	
Equipment manual(s)	X	

5.2 Civil/Structural

Description	AP	Customer
Site plot plan	X	N/A
Soils analysis	N/A	N/A
Site preparation design		N/A
Storm water drainage piping design		N/A
Underground gravity drain piping design		N/A
Landscaping		X – if applicable
Access roads and paving design	X	
Equipment drawings showing anchor bolt locations	X	
Detailed foundation design and drawings (designed to local conditions and codes)		X
Buildings design		X – if applicable
Grout		X

5.3 Piping Design

Description	AP	Customer
Piping specifications for interconnecting field piping	X	
Aboveground piping point to point drawing and line list	X	
Underground piping point to point drawing and line list	X	
Detailed piping design for field piping (isometric or other)	X	
Insulation schedule based on AP insulation specifications	X	
Pressure test system	X	
Pressure test log	X	

5.4 Instrumentation and Electrical Design

Description	AP	Customer
Electrical load list	X	
Panel schematics	X	
Electrical single line for power distribution	X	
Certificates for electrical components as required	X	
Control shutdown table indicating which safety systems are hardwired and which are software	X	
Specifications and sizing for interconnecting wire, cable, and conduit	X	
Conduit point to point drawing	X	
Detailed conduit design	X	
Grounding design drawing per AP's specifications: <ul style="list-style-type: none"> Provide a 2/0 ground wire with 15' pigtail for grounding of equipment. Provide 3/4" diameter x 6' long ground rod - ITT Weaver type WB 3/4 or equivalent. Test using a Megger ground tester. Resistance must not exceed 5 ohms. The maximum vehicle resistance to dispenser ground should be less than 900 Megaohm. 	X	
Area lighting design drawing	X	X – if applicable
Building electrical system design		X – if applicable

5.5 Utilities Distribution System Design (Within Battery Limits)

Description	AP	Customer
Electrical power distribution design	X	
Cooling water distribution design	N/A	N/A
Potable water distribution design	N/A	N/A
Instrument gas distribution design	X	
Nitrogen distribution design	N/A	N/A
Process drain distribution design	N/A	N/A
Fire protection and detection design for AP equipment	X	
Integration of AP fire protection/detection with customer fire protection system		X

5.6 Miscellaneous Activities

Description	AP	Customer
State and local installation and operating permits	X	X
Import licenses	N/A	N/A
Transportation of equipment and materials (within AP's scope of supply) from point of manufacturing and/or testing to site	X	
Shipping and customs clearance	N/A	N/A
Drawing approval by professional engineer (if required by permitting authority)	X	

6 Documentation Strategy

All document content and form will be to the Air Products standard and shall be in United States English.

7 Construction and Site Services

7.1 Site Requirements

A level and clear plot will be supplied by Customer that meets the requirements of NFPA. An all-weather road which will be kept clear and maintained year round will be provided by Customer. Any removal of subsurface obstructions will be provided by Customer. Relocation of underground piping, electric, will be by Customer. Any upgrades of existing equipment/materials to meet code criteria will be provided by Customer.

7.2 Construction Materials and Services

7.3 Civil Scope Items

Description	AP	Customer
Foundations and pads: <ul style="list-style-type: none"> Air Products requires a minimum of two weeks cure time on all foundation pours. Equipment cannot be set on foundations with cure times less than two weeks without prior approval by the responsible AP Engineer. This includes any cast-in anchor bolts 	X	N/A
Provide a level tank foundation and equipment foundation as per specifications agreed to with AP. If equipment foundation is not sufficiently level, then level all equipment with shim stock and provide grouting.	X	N/A
Provide suitable and obstruction free area for crane to rig and set equipment. If the distance between the center pin of the crane and the center of lift exceeds 35', additional costs will be charged.		X
Underground trench(es): <ul style="list-style-type: none"> Excavation prior to running piping and conduit Backfill/paving upon completion of piping/conduit installation 	X	X – if applicable
3 rd party inspection for anchor bolts	X	
Buildings		X – if applicable
Fencing, protective posts (crash bollards)	X	
Signage- NFPA code-specific	X	
Signage- site-specific		X
Canopies		X – if applicable
Walls		X – if applicable
Concrete piers for horizontal liquid tanks and sliding plate		X – if applicable
Pad lighting for nighttime deliveries and AP equipment maintenance		X – if applicable
Underground support piling		X – if applicable

7.4 Instrumentation and Electrical Scope Items

Description	AP	Customer
Supply and install wire/conduits To AP supplied equipment panel(s) <ul style="list-style-type: none"> AP to provide stub-up locations 	X	N/A
Supply and install wire/conduits from AP supplied fire protection/detection devices to customer fire protection system		N/A
Perform final hookups/terminations at AP supplied equipment panel(s) with AP guidance	X	
Supply and install adequate lighting for installation vicinity		X – if applicable
Supply and install grounding grid, rods, and wire and connect to AP equipment	X	N/A

7.5 Mechanical Scope Items

Description	AP	Customer
Rig, set, level, and anchor AP supplied equipment exclusively and supply required anchor bolts (if drill-in anchor bolts are used) and shim stock	X	
Provide hoists/crane, including equipment operation	X	
Supply above-ground field piping materials, insulation, and supports	X	
Install above-ground field piping	X	
Supply underground piping materials and insulation	X	
Install underground field piping	X	
Pressure test/leak test field installed piping	X	

Description	AP	Customer
Supply and install instrument air/N2 header to equipment and dispensers	X	

7.6 Other Construction Scope Items

Description	AP	Customer
Supply lubrication oils for installation	X	
Provide special tools for installation of cone & thread tubing	X	
Supply welding consumables	X- if applicable	
If RTC has site specific safety training for on-site personnel and contractors in accordance with OSHA or local equivalent guidelines (not to exceed 2 hours), RTC will provide the training.	X	N/A
Provide construction supervision of assembly, installation, and erection of the equipment and materials within the AP's scope of supply.	X	
Provide site security during construction		X

7.7 Start-up and Commissioning

Air Products' will provide qualified personnel for commission and start-up services for the equipment within their scope of supply, including:

- Perform operational readiness inspection (ORI)
- Perform functional site test
- Perform first fill of a vehicle (if vehicles are available at the time of commissioning)
- Operator training (one day)

Air Products will provide start-up/commissioning spares required for the above (unused parts will be the property of Air Products).

8 Options

The items listed below are excluded from APs' scope of supply but can be added upon request by Customer and additional costs that are incurred will be charged to Customer.

- Remote start
- Spare parts in excess of Air Products standard practice
- Data collection/archiving

8.1 Spare Parts

Preventative maintenance/wearable spares are the responsibility of Air Products for own/operate contracts. Spares in excess of standard practice are available as an option.

- NFPA2 equipment
- Compressor spare parts
- Dispenser spare parts

The following list of parts, if supplied with initial station installation, are subject to wear and possible misuse, and as such, are replaceable at customer's expense.

- Dispenser fueling nozzle
- Dispenser fueling hose
- Dispenser fueling breakaway
- Dispenser fueling communications cable

9 Scope Changes

Any changes to this scope of work will constitute a scope change and additional costs that are incurred will be charged on a reimbursable basis (time and materials at prevailing rates). The following are a few examples of scope changes:

- Requests for deliverables not specifically listed in this proposal or for AP to complete deliverable listed as Customer's responsibility.
- Required trips not directly specified in this scope of work or that exceed the duration as listed in this scope of work.
- Addition to AP's scope of supply or any of the options listed in section 8.

- Onstream date delayed beyond agreed upon installation date at time of order.
- If any customer scope items are not completed prior to the agreed upon installation date and AP needs to make a return visit(s) to complete the installation.
- Any special site conditions or requirements not specifically listed in this document will be a change in original scope. These include, but are not limited to, building or zoning codes and restrictions, height, noise, or delivery restrictions, corrosive atmospheres, special materials of construction, emergency shutoff requirements, special instrumentation or control, sampling or analytical services, painting or color specifications, reserve supply requirements, details of existing concrete foundations, temporary supply requirements, requirements for excess flow or earthquake valves, soil bearing capacity, special design requirements, requirements for union labor, special cleaning requirements, special piping codes such as ANSI, special installation or maintenance procedures, or special site restrictions.

END OF DOCUMENT

SAMPLE

ATTACHMENT 2 - FEDERAL CLAUSES

SAMPLE

REQUIRED CLAUSES

I. Supplemental Clauses

1 - CONTRACTOR STATUS

Air Products and Chemicals Inc. (hereinafter the "Contractor") is a third-party contractor and not a subrecipient for purposes of FTA funding.

2 - FIRM FIXED PRICE CONTRACT

Regional Transportation Commission of Washoe County ("RTC") and Contractor acknowledge and agree that the Sale of Equipment Contract dated June 24, 2024 ("SOE Contract") between Contractor and RTC is a firm fixed price contract.

3 - PRICE REASONABLENESS

Equipment, services, and/or product offered in the SOE Contract meets the definition of Commercial Products and Services pursuant to the Federal Acquisition Regulations (FAR) 2.101. RTC has determined that Contractor's prices are reasonable. As such, Contractor is not required to comply with the Contract Cost Principles and Procedures, 48 CFR, Chapter 1, Part 31 (FAR) and Federal procedures in accordance with 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 49 CFR Part 18, FTA's Common Grant Rules, except where Air Products expressly agrees to submit costs.

II. FTA Required Clauses

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200 for purposes of supporting price reasonableness. This access includes timely and reasonable access to personnel for interviews and discussions related to the records.

- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

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

Per Clause 1 above, the Contractor is a third-party contractor and not a subrecipient of FTA funding. To the extent such provisions as written in the FTA Master Agreement (Form FTA MA (2) dated February 9, 2021) are directly applicable to third party contractors, the Contractor shall comply if not in conflict with any other provision of the Definitive Agreements. Contractor is not obligated to comply with any provisions which are only applicable to RTC (i.e., as the recipient) or any subrecipient.

5 - CIVIL RIGHTS LAWS AND REGULATIONS

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

- A. Nondiscrimination in Federal Public Transportation Programs:
Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii)

discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as

provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities.

Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

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

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

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

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

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

6 - INCORPORATION OF FTA TERMS

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

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

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

8 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third-Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

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

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted award;
2. Suspended from participation in any federally assisted award;
3. Proposed for debarment from participation in any federally assisted award;
4. Declared ineligible to participate in any federally assisted award;
5. Voluntarily excluded from participation in any federally assisted award; or
6. Disqualified from participation in any federally assisted award.

B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.

C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

12 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in

accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

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

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

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

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands

and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15 - BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661] and BUILD AMERICA, BUY AMERICA ACT [Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021); 2 C.F.R. Part 184]

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 C.F.R. § 184.2(a), the Recipient shall apply the standards of 49 C.F.R. Part 661 to iron, steel and manufactured products. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

17 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- CONSTRUCTION

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

18 - SEISMIC SAFETY [42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699]

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

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

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

20 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, “international air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

21 - CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the Agreement, the Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately from dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection A above to the RTC (through the Contractor in case of a subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. To include these requirements in all subcontracts issued pursuant to the Agreement which may involve the transport of equipment, materials, or commodities by ocean vessel.

22 - FEDERAL MOTOR CARRIER SAFETY

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20 that: The undersigned Contractor certifies, to the best of his or her knowledge and belief,

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Air Products & Chemicals, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name of Contractor's Authorized Official _____

Title of Contractor's Authorized Official _____

Date _____

SAMPLE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph
(2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, manufactured products, or construction materials.

Certificate of Compliance with Buy America and Build America, Buy America Act Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661, and Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021) and the applicable regulations at 2 C.F.R. Part 184.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America and Build America, Buy America Act Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7, and/or cannot comply with the requirements of Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021) and the applicable regulations at 2 C.F.R. Part 184.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

Print: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 4.5.4

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Keolis Transit Services, LLC Amendment 4 Fixed-Route Transit Services

RECOMMENDED ACTION

Approve Amendment No. 4 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, to increase the Service Hour Rate for normal service and special/extra service in years two and three of the first option term to \$103.79 in FY2025, \$109.61 in FY2026, and increase the Fixed Monthly Payment in years two and three of the first option term to \$307,831 in FY2025 and \$316,166 in FY2026.

BACKGROUND AND DISCUSSION

In March 2019, the Regional Transportation Commission (RTC) entered into a contract with Keolis Transit Services, LLC, for the operation and maintenance of fixed-route transit services. Under this contract, RTC provides the facilities, capital equipment, vehicles, and fuel while the contractor is responsible for all operations and maintenance. Despite the many challenges Keolis faced since taking over the service in July 2019, Keolis' performance has been excellent. In August 2022, the Board authorized the Executive Director to exercise the first of two 3-year option terms to extend the term of the contract through FY24-FY26.

In August 2024, Keolis proposed an adjustment to the Service Hour Rate and Fixed Monthly Payment for years two (FY25) and three (FY26), pursuant to §105D(3) of the contract. The basis for the adjustment includes increased labor costs, continued inflationary conditions, and other market and economic conditions and resulting cost increases, especially related to transit vehicle parts and services and liability insurance. §105D(3)(F) allows for the contractor to propose an adjustment to its Fixed Monthly Payment or Service Hour Rate in the event of a significant change in prevailing market or economic conditions that directly results in additional costs to the Contractor. §105D(3)(G) allows for the contractor to propose an adjustment to its Fixed Monthly Payment or Service Hour Rate in the event of an annual variable cost increase of more than five percent (5%). RTC staff has determined that both conditions for a proposed adjustment have been met due to the factors described above.

Keolis submitted this request to adjust the Service Hour Rate and Fixed Monthly Payment along with proprietary information related to actual versus bid costs for FY2025 and FY2026. The RTC agreed to review, discuss, and consider in good faith Keolis' request under §105D(3) with the understanding that it is within the sole discretion of the RTC to approve the changes to the contract pursuant to Section 105D(3). RTC staff independently reviewed and analyzed Keolis' proposed adjustment along with the supporting information. RTC staff recommends that the Board approve the amendment.

FISCAL IMPACT

The actual total annual costs are dependent on the actual annual service hours requested by RTC and provided by Keolis. Funding has been included in the FY2025 budget and will be added to the FY2026 budget, as determined.

PREVIOUS BOARD ACTION

08/19/2022 Approved Amendment No. 3 to the contract for operation and maintenance of fixed-route transit services with Keolis Transit Services, LLC, to increase the Revenue Vehicle Hour Rate for normal service and special/extra service in Base Year 4 to \$81.13 in FY23, and in the first three option years to \$85.19 in FY24, \$88.43 in FY25, and \$89.81 in FY26; and authorized the Executive Director to exercise RTC's option for the first three option years.

CONTRACT AMENDMENT #4

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) and Keolis Transit Services, LLC (Contractor) entered into a contract for the Operation and Maintenance of Fixed-Route Transit Services, dated March 15, 2019 (Contract).

WHEREAS, the Contract was previously amended by Amendment #1 dated June 8, 2020, Amendment #2 dated April 16, 2021, and Amendment #3 dated July 1, 2022;

WHEREAS, Section 105D(3)(F) allows Contractor to propose an adjustment to the Fixed Monthly Payment or Service Hour Rate in the event of a significant change in prevailing market or economic conditions that directly results in additional costs to the Contractor;

WHEREAS, Section 105D(3)(G) allows Contractor to propose an adjustment to the Fixed Monthly Payment or Service Hour Rate in the event of an annual variable cost increase of more than five percent (5%);

WHEREAS, RTC staff independently reviewed and analyzed Contractor's proposed adjustment along with supporting information;

WHEREAS, the parties have agreed to amend the Contract to increase the Fixed Monthly Payment and Service Hour Rate for Option Term One, Year 2 (FY25) and Year 3 (FY26) as described herein.

NOW, THEREFORE, the RTC and the Contractor agree as follows:

Section 1. Attachment B – Fixed Monthly Payment

Attachment B is modified to increase the Fixed Monthly Payment for Option Term One, Year 2 from \$266,559 to \$307,831, and Year 3 from \$269,833 to \$316,166.

Section 2. Attachment B – Service Hour Rate

Attachment B is modified to increase the Service Hour Rate for Option Term One, Year 2 from \$88.43 to \$103.79, and Year 3 from \$89.81 to \$109.61.

Section 3. Continuing Effect

Except for the changes made by this amendment, all the provisions of the Contract, as previously amended, remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment #4 is dated and effective July 1, 2024.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

KEOLIS TRANSIT SERVICES, LLC

By: _____
David Scorey, President and CEO
Keolis North America

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Graham Dollarhide, Planning Manager

**SUBJECT: FFY2023-2027 Regional Transportation Improvement Program (RTIP)
Amendment No. 4**

RECOMMENDED ACTION

Conduct a public hearing regarding approval of Amendment No. 4 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 4 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP).

- a. Staff Presentation
- b. Public Hearing
- c. Action

BACKGROUND AND DISCUSSION

Amendment No. 4 is required to facilitate the Nevada Department of Transportation's (NDOT) Statewide Transportation Improvement Program (STIP) adoption, which includes updates to projects in the RTIP. The amendment includes the removal of completed projects and the addition of new projects, as well as updates to others.

A separate 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. However, an air quality analysis was recently conducted as part of an amendment to the Regional Transportation Plan (RTP) for the project involving operational and capacity improvements to I-80 between Vista Boulevard and USA Parkway. The project was shown to be in conformance with federal air quality regulations and the associated changes are included within this amendment to the RTIP.

A complete list of the projects meeting the amendment threshold and thus requiring formal action, as well as a brief description of the changes to each project, are as follows:

- US 395, North Valleys, Golden Valley to Stead, Phase 2 – amendment to project that increases funding to reflect updated budget and scope; combined with construction phase of another project
- G-751 Bridge Replacement – project newly added to RTIP; project to replace structure and rebuild roadway approaches on bridge in Lockwood
- I-80 East, WA Widening – amendment to project that adds funding for the construction phase and increases total project cost
- FRWA51, Enhanced Safety Improvements – amendment to project that increases total project cost and moves construction back one year
- I-580 Bowers to Mount Rose Highway - Preservation – amendment to project that increases total project cost and moves construction back one year
- I-80, Verdi – Bridge Replacements Phase 1 – new project to replace multiple bridge structures in the Verdi area
- SR667, Kietzke Lane, from South Virginia Street to Plumb Lane; SR653, Plumb Lane, from Kietzke Lane to Terminal Way – new project to conduct pavement preservation activities on intersecting road segments in Reno

A public comment period preceded this public hearing (August 28, 2024 – September 17, 2024). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

06/21/2024 Approved Amendment No. 3 to the FFY 2023-2027 RTIP.
01/19/2024 Approved Amendment No. 2 to the FFY 2023-2027 RTIP.
11/17/2023 Approved Amendment No. 1 to the FFY 2023-2027 RTIP.
08/18/2023 Approved the FFY 2023-2027 RTIP.

RESOLUTION 24-11

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 4 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. 4 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. 4 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 September 20, 2024.

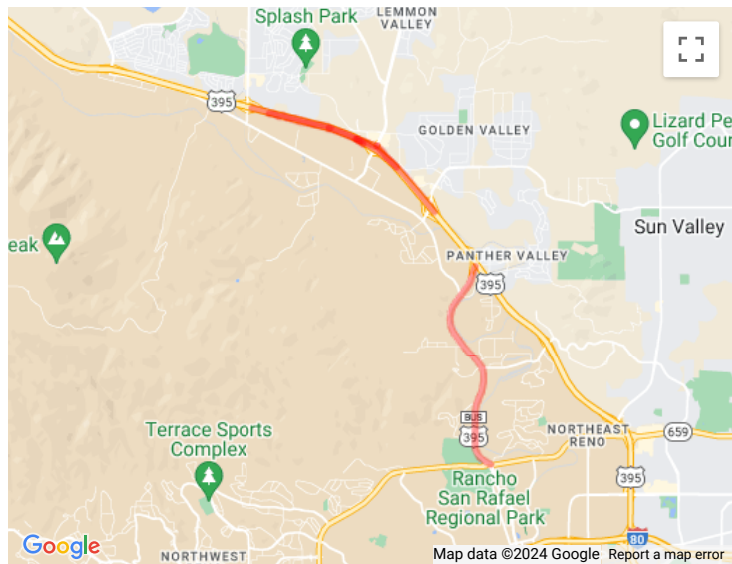
Ed Lawson, Chair
Regional Transportation Commission

<i>State TIP ID</i> WA20180057	<i>MPO/TIP</i> RTC Washoe 25-00	<i>Local ID</i>	<i>Total Cost</i> \$302,315,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> Robert Vrooman 775-888-7317	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> @Preservation	<i>Air Quality</i> Non-Exempt	<i>TCM</i> No	<i>Construction</i> 2025 start
<i>Project Name</i> US 395, North Valleys, Golden Valley to Stead, Phase 2 - capacity, operational, and pavement rehab			

Project Limits At From Golden Valley To Stead of Distance (mile) 2.83 Begin: 31.11 End: 33.94 At From MCCARRAN BLVD To VIRGINIA STREET of Distance (mile) 2.16 Begin: 27.57 End: 29.73

Scope US 395 FROM GOLDEN VALLEY TO LEMMON VALLEY; CONSTRUCT AN ADDITIONAL TRAVEL LANE, AUX LANE, AND REHABILITATE EXISTING LANES NB & SB. LEMMON VALLEY TO STEAD; CONSTRUCT AN ADDITIONAL TRAVEL LANE AND REHABILITATE EXISTING LANES. NORTH VIRGINIA (SR 430) CONSTRUCTION OF A MULTIMODAL TRAIL ON NORTH VIRGINIA STREET FROM MCCARRAN BLVD. TO OLD VIRGINIA STREET INTERSECTION INCLUDING IMPROVEMENTS TO EXISTING LIGHTING AND BUS STOPS. REHABILITATION OF THE EXISTING PAVEMENT AND STRIPING BY REMOVAL AND REPLACEMENT.

Phase	Fund Source	Prior	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
PE	State Gas Tax	\$400,000	-	-	-	-	-	-	\$400,000
	<i>Total Preliminary Engineering</i>	\$400,000	-	-	-	-	-	-	\$400,000
ROW	State Gas Tax	\$15,000	-	-	-	-	-	-	\$15,000
	<i>Total Right of Way</i>	\$15,000	-	-	-	-	-	-	\$15,000
CON	INFRA Grant	-	\$88,900,000	-	-	-	-	-	\$88,900,000
CON	NHPP	-	\$202,350,000	-	-	-	-	-	\$202,350,000
CON	State Match - Nv	-	\$10,650,000	-	-	-	-	-	\$10,650,000
	<i>Total Construction</i>	-	\$301,900,000	-	-	-	-	-	\$301,900,000
	<i>Total Programmed</i>	\$415,000	\$301,900,000	-	-	-	-	-	\$302,315,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
19-00 Adoption 2019-2023	09/14/2018	09/17/2018	09/26/2018	09/19/2018
20-27 Amendment 2020-2024	10/29/2019	10/29/2019	N/A	N/A
20-30 Amendment 2020-2024	03/31/2020	04/15/2020	N/A	N/A
21-00 Adoption 2021-2025	08/28/2020	08/31/2020	09/21/2020	09/24/2020
21-01 Amendment 2021-2025	11/20/2020	12/02/2020	12/09/2020	12/03/2020
21-94 Amendment 2021-2025	01/20/2023	02/28/2023	03/01/2023	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-03 Amendment 2023-2027	02/28/2024	03/05/2024	N/A	N/A
25-00 Adoption 2025-2029	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

Current Change Reason

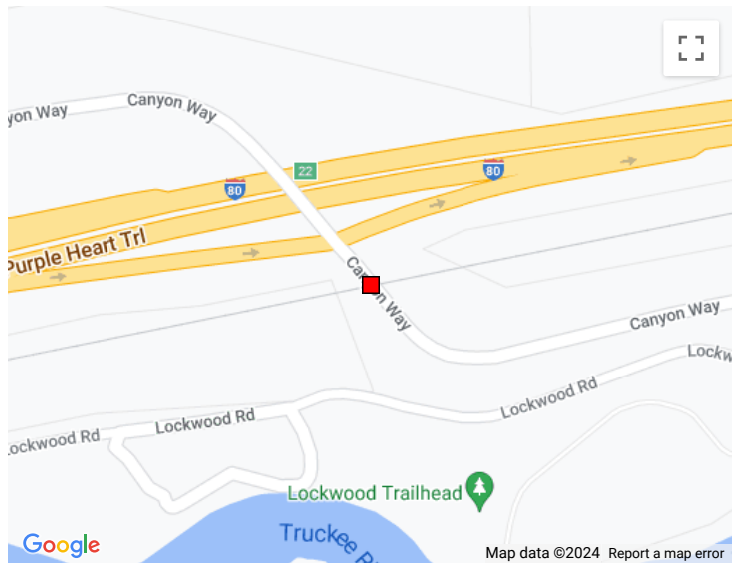
SCHEDULE / FUNDING / SCOPE - Carry over from 23-03

Funding Change(s):

Total project cost increased from \$149,315,000 to \$302,315,000

State TIP ID	WA20180100	MPO/TIP	RTC Washoe 25-00	Local ID		Total Cost	\$5,707,000
Lead Agency	Nevada DOT	Contact	Troy Martin (775)888-7380	NDOT	District 2	County	WASHOE
Project Type	@Bridge/Structures	Air Quality	Non-Exempt	TCM	No	Construction	2025 start
Project Name	G-751 Bridge Replacement						
Project Limits	At Bridge# G-751						
Scope	Replace structure and rebuild roadway approaches						

Phase	Fund Source	Prior	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
PE	State Gas Tax	\$707,000	-	-	-	-	-	-	\$707,000
	<i>Total Preliminary Engineering</i>	\$707,000	-	-	-	-	-	-	\$707,000
CON	Competative Highway Bridge Program	-	\$4,750,000	-	-	-	-	-	\$4,750,000
CON	State Gas Tax	-	\$250,000	-	-	-	-	-	\$250,000
	<i>Total Construction</i>	-	\$5,000,000	-	-	-	-	-	\$5,000,000
	Total Programmed	\$707,000	\$5,000,000	-	-	-	-	-	\$5,707,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-00 Adoption 2021-2025	08/28/2020	08/31/2020	09/21/2020	09/24/2020
21-14 Amendment 2021-2025	09/14/2021	09/16/2021	09/20/2021	09/29/2021
23-00 Adoption 2023-2027	10/24/2022	10/25/2022	12/15/2022	12/19/2022
25-00 Adoption 2025-2029	Pending	Pending	Pending	N/A

Current Change Reason

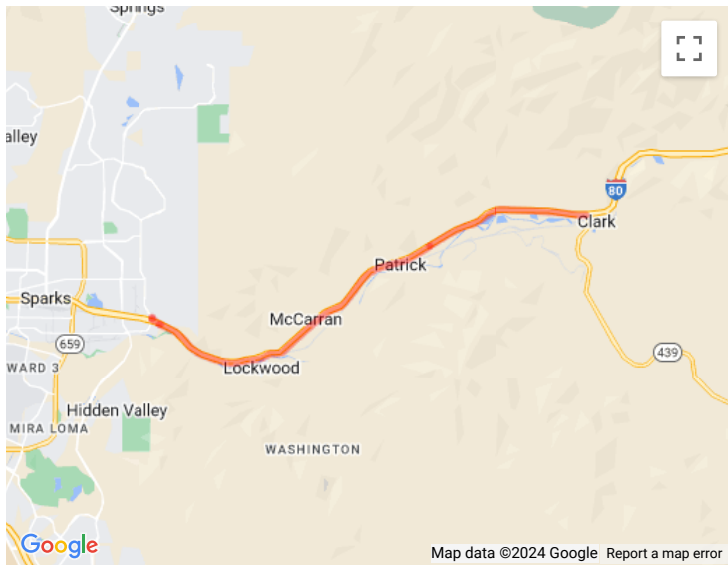
SCHEDULE / FUNDING / SCOPE - Carry over from 23-00

Funding Change(s):

Total project cost stays the same \$5,707,000

<i>State TIP ID</i> WA20190047	<i>MPO/TIP</i> RTC Washoe 25-00	<i>Local ID</i>	<i>Total Cost</i> \$108,000,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> CHRISTOPHER KUHN 775-888-7720	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> @Capacity	<i>Air Quality</i> Non-Exempt	<i>TCM</i> Yes	<i>Construction2027</i> start
<i>Project Name</i> 180 East, WA Widening			
<i>Project Limits</i> At From Vista Blvd To USA Parkway of Distance (mile) 13.08 Begin: 19.67 End: 32.75			
<i>Scope</i> WIDEN TO THREE LANES EACH DIRECTION			

Phase	Fund Source	Prior	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
PE	State Gas Tax	-	\$8,000,000	-	-	-	-	-	\$8,000,000
	<i>Total Preliminary Engineering</i>	-	\$8,000,000	-	-	-	-	-	\$8,000,000
CON	NHPP	-	-	-	\$71,250,000	-	-	-	\$71,250,000
CON	STBG State-Wide	-	-	-	\$23,750,000	-	-	-	\$23,750,000
CON	State Match - Nv	-	-	-	\$5,000,000	-	-	-	\$5,000,000
	<i>Total Construction</i>	-	-	-	\$100,000,000	-	-	-	\$100,000,000
	<i>Total Programmed</i>	-	\$8,000,000	-	\$100,000,000	-	-	-	\$108,000,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
20-23 Amendment 2020-2024	03/31/2020	03/31/2020	04/06/2020	N/A
21-00 Adoption 2021-2025	08/28/2020	08/31/2020	09/21/2020	09/24/2020
23-04 Amendment 2023-2027	06/21/2024	07/02/2024	07/03/2024	N/A
25-00 Adoption 2025-2029	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Carry over from 23-04

Funding Change(s):

Total project cost increased from \$8,000,000 to \$108,000,000

<i>State TIP ID</i> WA20210008	<i>MPO/TIP</i> RTC Washoe 25-00	<i>Local ID</i>	<i>Total Cost</i> \$1,455,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> Christopher Deal 775-888-7468	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> @Safety	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction</i> 2025 start
<i>Project Name</i> FRWA51, Enhanced Safety Improvements			
<i>Project Limits</i> At From Villanova Drive To Plumb Lane of Distance (mile) 0.25 Begin: 0 End: .25			
<i>Scope</i> INSTALL NEW SIGNAGE, ADJUST CONCRETE BARRIER RAIL AND NEW STRIPING FOR ENHANCED SAFETY IMPROVEMENTS ,FROM VILLANOVA DR, I 580 EXIT 65A, TO PLUMB LANE; MP WA 0.00 TO MP WA 0.246			

Phase	Fund Source	Prior	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
ROW	State Gas Tax	\$5,000	-	-	-	-	-	-	\$5,000
	<i>Total Right of Way</i>	\$5,000	-	-	-	-	-	-	\$5,000
CON	HSIP	-	\$1,372,750	-	-	-	-	-	\$1,372,750
CON	Local Fund	-	\$5,000	-	-	-	-	-	\$5,000
CON	State Match - Nv	-	\$72,250	-	-	-	-	-	\$72,250
	<i>Total Construction</i>	-	\$1,450,000	-	-	-	-	-	\$1,450,000
	<i>Total Programmed</i>	\$5,000	\$1,450,000	-	-	-	-	-	\$1,455,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-06 Amendment 2021-2025	11/19/2021	11/23/2021	N/A	N/A
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-03 Amendment 2023-2027	02/28/2024	03/05/2024	N/A	N/A
25-00 Adoption 2025-2029	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

Current Change Reason

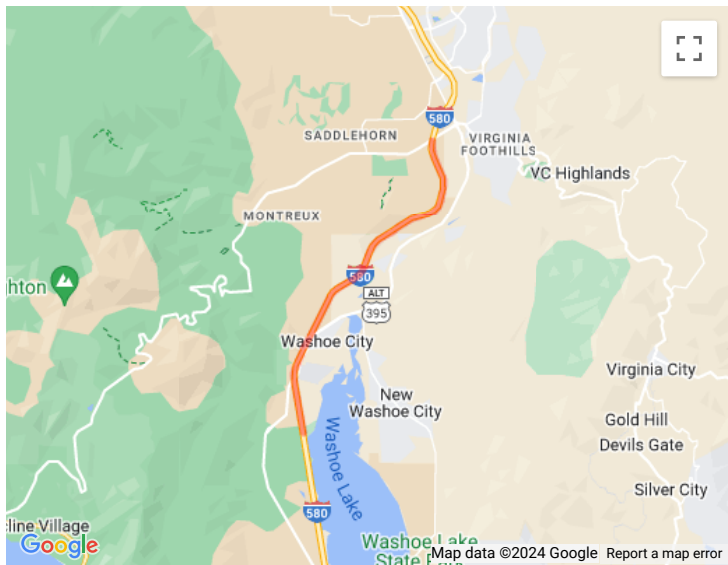
SCHEDULE / FUNDING / SCOPE - Carry over from 23-03

Funding Change(s):

Total project cost increased from \$505,000 to \$1,455,000

State TIP ID	WA20220019	MPO/TIP	RTC Washoe 25-00	Local ID		Total Cost	\$30,300,000
Lead Agency	Nevada DOT	Contact	SHAWN PATERSON 775-888-7655	NDOT	District 2	County	WASHOE
Project Type	@Preservation	Air Quality	Exempt	TCM	No	Construction	2025 start
Project Name	I 580 Bowers to Mount Rose Highway- Preservation						
Project Limits	At From WA MP 5.4 To WA MP 14.95 of Distance (mile) 9.59 Begin: 5.36 End: 14.95						
Scope	Mill and fill w/ OG, profile grind concrete sections						

Phase	Fund Source	Prior	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
PE	State Gas Tax	\$300,000	-	-	-	-	-	-	\$300,000
	<i>Total Preliminary Engineering</i>	\$300,000	-	-	-	-	-	-	\$300,000
CON	NHPP	-	\$22,500,000	-	-	-	-	-	\$22,500,000
CON	STBG State-Wide	-	\$6,000,000	-	-	-	-	-	\$6,000,000
CON	State Match - Nv	-	\$1,500,000	-	-	-	-	-	\$1,500,000
	<i>Total Construction</i>	-	\$30,000,000	-	-	-	-	-	\$30,000,000
	Total Programmed	\$300,000	\$30,000,000	-	-	-	-	-	\$30,300,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-91 Amendment 2021-2025	09/16/2022	11/10/2022	11/30/2022	11/10/2022
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
23-04 Amendment 2023-2027	06/21/2024	07/02/2024	07/03/2024	N/A
23-05 Amendment 2023-2027	07/29/2024	08/01/2024	N/A	N/A
25-00 Adoption 2025-2029	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Carry over from 23-05

Funding Change(s):

Total project cost increased from \$24,500,000 to \$30,300,000

<i>State TIP ID</i> WA20220028	<i>MPO/TIP</i> RTC Washoe 25-00	<i>Local ID</i>	<i>Total Cost</i> \$154,800,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> CHRISTOPHER KUHN 775-888-7720	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> @Bridge/Structures	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction2028 start</i>
<i>Project Name</i> I-80, Verdi - Bridge Replacements Phase 1			
<i>Project Limits</i> At Bridge# G-772 E/W At Bridge# I-773 E/W At Bridge# B-764 E/W At Bridge# G-765 E/W			
<i>Scope</i> Replace Structures, G-772 E/W, I-773 E/W, B-764 E/W, G-765 E/W			

Phase	Fund Source	Prior	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
PE	State Gas Tax	\$5,750,000	-	-	-	-	-	-	\$5,750,000
	<i>Total Preliminary Engineering</i>	\$5,750,000	-	-	-	-	-	-	\$5,750,000
ROW	State Gas Tax	\$550,000	-	-	-	-	-	-	\$550,000
	<i>Total Right of Way</i>	\$550,000	-	-	-	-	-	-	\$550,000
CON	Highway Infra Bridge Replacement	-	-	-	-	\$11,400,000	-	-	\$11,400,000
CON	NHPP	-	-	-	-	\$94,875,000	-	-	\$94,875,000
CON	STBG State-Wide	-	-	-	-	\$31,625,000	-	-	\$31,625,000
CON	State Match - Nv	-	-	-	-	\$10,600,000	-	-	\$10,600,000
	<i>Total Construction</i>	-	-	-	-	\$148,500,000	-	-	\$148,500,000
	<i>Total Programmed</i>	\$6,300,000	-	-	-	\$148,500,000	-	-	\$154,800,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
25-00 Adoption 2025-2029	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i> WA20240007	<i>MPO/TIP</i> RTC Washoe 25-00	<i>Local ID</i>	<i>Total Cost</i> \$11,180,100
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> Brian Deal 775-888-7654	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> @Preservation	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction2028 start</i>
<i>Project Name</i> SR667, Kietzke Lane, from South Virginia Street to Plumb Lane; SR653, Plumb Lane, from Kietzke Lane to Terminal Way			
<i>Project Limits</i> At From SOUTH VIRGINIA To PLUMB LANE of Distance (mile) 1 Begin: 0 End: 1 At From KIETZKE LANE To TERMINAL WAY of Distance (mile) 1 Begin: 0 End: 1			
<i>Scope</i> Pavement preservation project			

Phase	Fund Source	Prior	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
CON	NHPP	-	-	-	-	\$7,965,821	-	-	\$7,965,821
CON	STBG State-Wide	-	-	-	-	\$2,655,274	-	-	\$2,655,274
CON	State Match - Nv	-	-	-	-	\$559,005	-	-	\$559,005
<i>Total Construction</i>		-	-	-	-	\$11,180,100	-	-	\$11,180,100
<i>Total Programmed</i>		-	-	-	-	\$11,180,100	-	-	\$11,180,100

*Map Has Not Been Mark

Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
25-00 Adoption 2025-2029	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/20/2024

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action 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: 9/20/2024

Agenda Item: 6.2.

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: 9/20/2024

Agenda Item: 6.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

SUBJECT: NDOT Report

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.
